

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
THE CITY OF HARTFORD
CONNECTICUT
AND
THE HARTFORD POLICE UNION

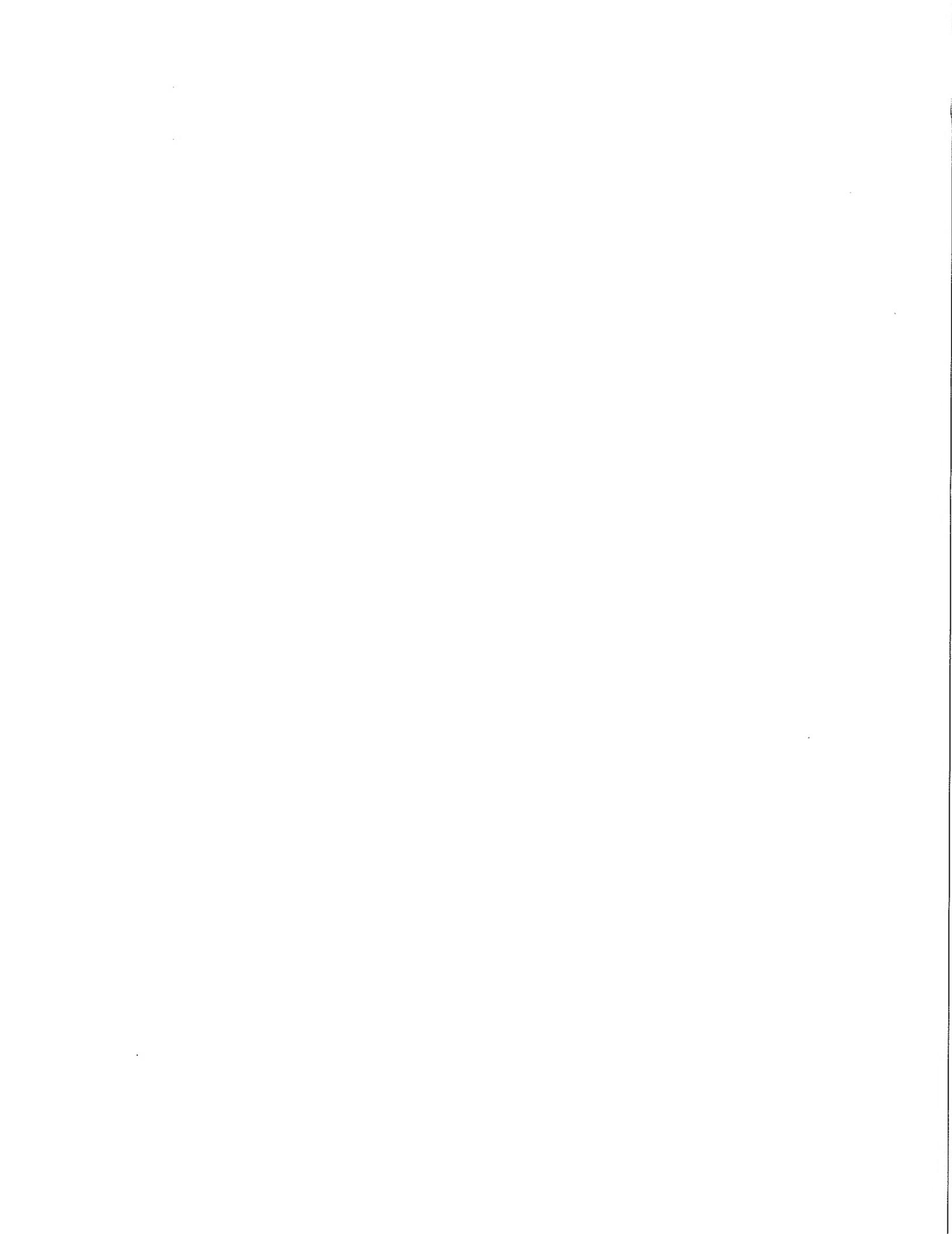


STRENGTH, LEADERSHIP



& INTEGRITY

JULY 1, 2010 to JUNE 30, 2016



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**AGREEMENT
BETWEEN
THE CITY OF HARTFORD, CONNECTICUT
AND
THE HARTFORD POLICE UNION**

PREAMBLE

The following Agreement, including its attachments and appendices, by and between the City of Hartford, Connecticut, hereinafter referred to as the City, and the Hartford Police Union, hereafter referred to as the Union, is recorded in written form to meet the requirements as set forth in Section 7-470 (c) in the Municipal Employee Relations Act of the General Statutes of Connecticut. This Agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the City and to encourage a more effective police service in the public interest.

**ARTICLE I
RIGHTS AND RECOGNITION**

Section 1.1 Recognition

The City recognizes the Hartford Police Union as the sole and exclusive bargaining agent pursuant to certifications granted by the Connecticut State Board of Labor Relations, dated February 17, 1984 and August 14, 1992 (ME 14,689), for the purpose of collective bargaining under provisions of the Municipal Employee Relations Act. The Union recognizes the Mayor and/or his/her designated representative or representatives as the sole and exclusive representative of the City of Hartford, Connecticut, for the purpose of collective bargaining.

Section 1.2 Union Security

All employees in the unit who are Union members on the effective date of this Agreement, or who afterward join, must remain members to the extent of paying weekly dues uniformly required for all members for the duration of this Agreement as a condition of continued employment.

All employees in the unit who are not Union members on the effective date of this Agreement shall, as a condition of continued employment, commencing sixty (60) days after the effective date of this Agreement, pay to the Union each week a service charge as a contribution toward the cost of administration of this Agreement. Effective January 1, 1988, probationary employees shall be required to comply with this provision upon commencement of their probationary period. The amount of such service charge shall be equivalent to the amount uniformly required of all those who become members of the Union.

The Union agrees to indemnify and hold harmless the City for any loss or damages arising from the operation of this Section.

Section 1.3 Check Off

The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues, initiation fees and/or assessments as may be uniformly assessed by the Union. Said dues are subject to upward or downward change exclusively by the Union. When an employee does not have sufficient money due him/her after deductions have been made for pension or other deductions required by law, union dues for such deduction periods shall be deducted in the first dues deduction period in which the employee has sufficient funds due him.

It is agreed that neither any employee nor the Union shall have any claim against the City for any such deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made.

The obligation of the City for funds actually deducted under this Section terminates upon delivery of the deductions so made to the person authorized by the Union to receive such amounts from the City.

The Union agrees to indemnify and hold harmless the City for any loss or damages arising from the operation of this Section.

Section 1.4 Deduction Period

Union dues and any initiation fees, assessments or their equivalents shall be deducted on a weekly basis and shall be remitted to the Union in the form of a check together with an alphabetized list of names of employees from whose wages such deductions have been made, as soon as practical but not later than nine (9) days from the date said deductions were taken.

Section 1.5 Management Rights

Except as specifically abridged or modified by any provision of this Agreement, the City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following: Determine the standards of services to be offered by the Police Department; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights, responsibility and prerogatives are inherent in the Court of Common Council and the Mayor by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

Section 1.6 No Strike: No Lock-Out

The Union agrees that it will not call or support any strike, work stoppage, work slow down or any other action against the City that would impede the proper functioning of the City government at any time. The City agrees that it will not lock out any employees at any time.

Section 1.7 No Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, creed, national origin, political affiliation, union membership, sexual orientation, disability or other protected classification under Federal, State or local law.

Section 1.8 Definition

The term employee, as used in this Agreement, means a full-time, permanent employee in the bargaining unit, including probationary employees; provided, however, no probationary employee at the entrance level shall have access to the grievance procedure where the issue is one of their discipline or discharge, and no probationary employee in any promotional classification shall have access to the grievance procedure where the issue is one of their demotion.

Section 1.9 Exclusions

Part-time, seasonal and temporary employees are excluded from this Agreement.

Section 1.10 Probation Time

- A. Probationary status shall be as provided in the Personnel Rules and Regulations; provided, however, that the probationary period for Police Officer shall extend for twelve (12) months beyond the successful completion of the Police Academy.
- B. The Chief of Police with voluntary consent of the affected employee may extend the probationary period of an employee in a promotional classification for up to six (6) months to provide for further review of the employee's job performance.

Employees who have lost time in excess of two (2) weeks (14 calendar days) through the utilization of sick leave or family medical leave, an approved leave of absence or work related injury may have their probation status extended for the amount of lost time.

Probationary status shall not impact the wage entitlements or any benefits of this Agreement for an employee.

ARTICLE II GRIEVANCE PROCEDURE

Section 2.1

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The aggrieved employee, who may be represented by an individual delegated by the Union Executive Board, if said employee so desires, shall take up the grievance or dispute with said employee's first level supervisor who is outside the bargaining unit within seven (7) working days of the date of the grievance or his or her knowledge of its occurrence.

The first level supervisor outside the bargaining unit shall render his or her decision within seven (7) working days. Such supervisors shall exercise whatever authority may be delegated to them to resolve grievances, and in the event that no such authority is delegated, such supervisor shall have no jurisdiction in the grievance procedure.

Police Captains have all prior authority to rule on first step grievances and provide or deny permission to Union Officers and/or Stewards to investigate and/or settle grievances.

Step 2. If the grievance has not been settled, it shall be presented in writing, on forms provided by the City, to the Chief of Police by the employee and/or the individual delegated by the Union Executive Board within ten (10) working days after the supervisor's response is received. The written grievance, which must be signed by the grievant, shall include:

- (a) A statement of the grievance and facts involved;
- (b) The alleged violation of the specific provision of this Agreement; and
- (c) The remedy requested.

As early as they reasonably can in the grievance procedure, the parties shall cooperate to provide copies of any and all written memoranda of understanding, directives, arbitration awards, settlement agreements and/or specific provisions of ordinances, laws, the Rules and Procedures of the Hartford Police Department and/or the Personnel Rules and Regulations, that each party believes to be relevant to the disposition of the grievance. The arbitrator may consider any failure to comply with this paragraph in fashioning a remedy to the grievance.

The Chief of Police or his or her designated representative shall render his or her decision in writing within fourteen (14) working days of the date the grievance was submitted to him.

Step 3. If the grievance has not been settled, it shall be presented in writing to the City Director of Human Resources within five (5) working days after the decision of the Chief of Police is received. If he or she so determines, the Director of Human Resources, or his or her designated representative, shall meet with the interested parties no later than ten (10) working days after the receipt of the grievance and in any case shall render his or her decision in writing within fifteen (15) working days of the receipt of the grievance.

Step 4. If the Union is not satisfied with the decision rendered in Step 3, it shall notify the Director of Human Resources within thirty (30) working days after receipt of the decision that it intends to submit the grievance to arbitration; and shall simultaneously file notice of appeal with the State Board of Mediation and Arbitration, which shall act on such request in accordance with its rules and procedures. Said Board shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any terms or provisions of the Agreement, or render a decision contrary to law.

The decision of the arbitrator shall be final and binding on the parties.

The City and the Union shall each have the right to submit three (3) grievances per fiscal year to the American Arbitration Association, single arbitrator, in lieu of the State Board of Mediation and Arbitration. The right to annual submission may not be accumulated. This right shall apply only to the initial arbitration filing of the party or to an initial response by the adverse party to the filing party's request for arbitration, and must be submitted within thirty (30) days of the initial arbitration filing.

The cost of the American Arbitration Association and the arbitrator shall be divided equally between the parties. The decision of the arbitrator shall be final and binding on the parties.

Nothing in this Article is intended to prohibit the City from processing a grievance through the grievance procedure up to and including arbitration. Such grievance shall be submitted in writing to the Union President. If not satisfactorily resolved within fourteen (14) days, such grievance shall be submitted to arbitration.

The expense for the arbitrators' services, proceedings cost and other expenses shall be borne equally by the City and the Union. If either party desires to have a court reporter transcribe the proceeding, both parties shall share equally in the cost of such court reporter. If either party desires a verbatim record of the proceedings, it may cause such a record to be made and each party shall pay only for the cost of the transcript that is provided to that requesting party.

Once a grievance has been submitted to arbitration, either the City or the Union may request an expedited hearing before the State Board of Mediation and Arbitration provided the provisions of this Section are met and provided further that it is understood that the case will be heard by a single arbitrator.

Section 2.2

Grievances involving discharge, suspension, and demotion, following disposition by the Chief of Police, shall be processed beginning at the third (3rd) step. Grievances involving documented counseling, oral and written reprimands shall be final at the third (3rd) step of the procedure, provided that after the following time limits in which no discipline has been issued for a similar offense; documented counseling six (6) months, oral reprimand one (1) year, written reprimand two (2) years; these incidents for the purpose of discipline will be disregarded in any future disciplinary action. No employee shall be suspended, discharged, demoted or disciplined except for just cause.

Section 2.3

If the employee asks that he or she be personally represented by his or her own attorney at Step 2 or 3 in the grievance procedure, an individual designated by the Union Executive Board may also be present as an observer at the employee's request.

If the employee is represented by the Union and desires his or her own attorney to be present as an observer at Step 2 or 3, the attorney's presence as an observer will be subject to the approval of the City's representative.

In accordance with Section 7-468(d) of Connecticut's Municipal Employee Relations Act, nothing herein is intended to preclude the employee from representing himself at any one (1) of the first three (3) steps of this procedure.

Section 2.4

In order to avoid the necessity of processing at one (1) time numerous grievances originating with the same event, the Union may file a single grievance at the appropriate step. When this occurs, all other grievances, if any, on the same event shall be held in abeyance, and the Union grievance shall be processed as a precedent.

When such a grievance is resolved, the parties shall promptly review the other grievances, if any, that were held in abeyance in an effort to resolve them. This mutual review procedure shall not require more than five (5) working days subject, however, to mutual extension of period for review if circumstances so require.

If any such grievance cannot be settled on the basis of the precedent grievance, it shall be processed in accordance with the grievance procedure, and once more in accordance with the time limitations established in this Agreement.

Section 2.5

Should the City and the Union differ about the applications, meaning or interpretation of Sections 1.1 through 1.4 and Sections 6.1 through 6.10 of this Agreement that confer rights or benefits to the Union as an organization (and which do not confer rights or benefits to employees as members of the bargaining unit), such differences shall be reduced to writing by the Union and filed at the appropriate step and shall be subject to the foregoing grievance procedure. It is the intent of this paragraph to provide union access to the grievance procedure on contractual provisions granting rights or benefits directly to the Union as an organization.

Section 2.6

Failure on the part of the City to comply with the time limitations for any grievance response set forth in Article II will be cause to allow the grievance to be filed at the next step of the grievance procedure.

ARTICLE III PERSONNEL, PAY AND BENEFITS

Section 3.1 Classification and Pay

The pay rates and pay ranges for job classes in the bargaining unit shall be as prescribed in Appendix B. While the parties recognize that Detective is not a separate job classification, it shall be treated as such solely for purposes of the order of assignment of overtime and private duty work pursuant to Sections 4.2 and 4.3 of this Agreement.

It is understood and agreed that the supervisory duties and responsibilities provided for in the class specification of Police Captain and/or the Police Department's Code of Conduct and/or any policy or procedure(s) of the Police Department, including but not limited to the grievance procedure and disciplinary matters, will continue to be exercised by the Police Captains during the term of this Agreement.

Any specific job assignment for a particular Police Captain shall continue at the discretion of the Chief of Police.

Section 3.2 Longevity Pay

Effective January 2, 1982; employees in this bargaining unit no longer receive longevity pay.

Section 3.3 Personnel

- A. The City and the Union shall recognize and adhere to all provisions of ordinances, laws, the Rules and Procedures of the Hartford Police Department, and the Personnel Rules and Regulations not otherwise superseded by the terms of this Agreement. The Personnel Rules and Regulations on the effective date of this Agreement shall be those prevailing for the life of this Agreement. Any changes to these Rules and Regulations shall not be binding on the Union.

In the Rules and Procedures of the Hartford Police Department, there shall be a chapter governing Rules of Conduct and specifically within that chapter a section explaining employee rights. The Rules and Procedures of the Hartford Police Department shall be subject to continuing revision by the Chief and shall not require the Union's approval; provided, however, that material will not be added to that section of the Rules and Procedures of the Hartford Police Department governing Rules of Conduct without prior discussion between the City and the Union, and provided further that said discussion shall not be construed to require the Union's approval.

- B. The administration of any benefits, including pension benefits, provided under the City Charter, Ordinances, the Rules and Procedures of the Hartford Police Department, the Personnel Rules and Regulations, and this Agreement, shall be subject to the grievance procedure.

Section 3.4 Prior Benefits and Practices

Any job benefits or work practices existing prior to the date of this Agreement, which were the subject of any written memoranda or directives issued by the Chief or his or her Superiors and which are not specifically provided for or abridged in this Agreement, are hereby protected by this contract. This provision shall not preclude the right of the Mayor to make reasonable changes in such work practices and job benefits, provided that no such change shall be made for the purpose of undermining the Union.

Section 3.5 Insurances

Employees who are eligible or who become eligible for insurance coverage under existing terms and conditions, shall be provided the following coverage:

1. Medical Benefits. Effective with the implementation of this Agreement, or as soon as practicable thereafter, the City will provide benefits for each employee and each employee's enrolled dependents under the negotiated plan as outlined in Appendix C.
2. Full Service Dental Plan. The City will pay the cost of covering each employee and each employee's enrolled dependents under the negotiated full service dental plan as outlined in Appendix C.

Effective September 1, 1990, the City shall pay the cost of covering each employee and each employee's enrolled dependents for Blue Cross Dental Riders A and D.

Effective July 1, 1991, the City shall pay the cost of covering each employee and each employee's enrolled dependents for Blue Cross Dental Rider C.

Effective July 1, 1994, the City shall pay the cost of covering each employee and each employee's enrolled dependents for Blue Cross Dental Riders A, B, C, D, and the Dependent Child Rider (also known as Rider E).

Effective July 1, 1999, Dental Rider D shall provide an orthodontia benefit of Sixteen Hundred Dollars (\$1,600.00) per member.

3. Group Life Insurance. The City will pay the cost of group life insurance for all employees enrolled in such plan or who thereafter enroll in such plan. The current plan provides for one and one half (1.5) times the employee's annual base rate up to a maximum of fifty thousand dollars (\$50,000).

4. Supplemental Life Insurance. The City shall provide for payroll deductions for individual employees wishing to purchase supplemental life insurance under the group life plan provided by the Aetna.
5. Payroll Deduction. Effective July 1, 2009 employees enrolled in any of the health insurance plans provided for in this Section shall contribute 12% of the equivalent monthly premium of their health care as determined by the City's insurance carrier, which shall be deducted from employee's wages on a weekly basis and paid toward the cost of such insurance.

Effective July 1, 2013 employees enrolled in any of the health insurance plans provided for in this Section shall contribute 13% of the equivalent monthly premium of their health care as determined by the City's insurance carrier, which shall be deducted from employee's wages on a weekly basis and paid toward the cost of such insurance.

Effective July 1, 2014 employees enrolled in any of the health insurance plans provided for in this Section shall contribute 13.5% of the equivalent monthly premium of their health care as determined by the City's insurance carrier, which shall be deducted from employee's wages on a weekly basis and paid toward the cost of such insurance.

Effective July 1, 2015 employees enrolled in any of the health insurance plans provided for in this Section shall contribute 14% of the equivalent monthly premium of their health care as determined by the City's insurance carrier, which shall be deducted from employee's wages on a weekly basis and paid toward the cost of such insurance.

The equivalent monthly premium is the underwriting rate, as determined by the City's insurance carrier, on a yearly basis, based on benefits experience of the bargaining unit. The City agrees to provide the Union President, annually, with the schedule of equivalent premium rates upon publication.

Effective July 1, 1994 employee contributions for health care shall be tax exempt as provided for in an IRS sanctioned 125 Plan.

Employee contributions for each fiscal year following June 30, 2000, shall not exceed one hundred twenty-five percent (125%) of the employee's previous year's contribution.

The bargaining unit classification of Parking Controller shall make no contribution for health care insurance.

6. Coverage. All insurance coverage shall become effective as follows:

For a person employed in the first twenty (20) days of the month, these insurances will become effective on the first of the month following one (1) complete month of service.

For a person employed after the twentieth (20th) of the month, they will become effective on the first of the month following two (2) complete months of service.

7. Survivor's Insurance. Effective upon the approval of the 2010-2016 Agreement, the City will allow eligible survivors of an active or retired employee to purchase health insurance coverage through the City. Said health insurance coverage shall be the same health insurance coverage that is offered to active employees as that coverage may change from time to time through negotiations. The cost of the health insurance coverage shall be at the rates payable for employees who retire from the City as outlined in Paragraph 8 of this Section and shall be paid by the surviving spouse through a pension deduction. This benefit shall apply only to a surviving spouse and/or those dependent children who were covered by the City's group insurance at the time of the employee's or pensioner's death and shall be available until the spouse dies, remarries, or attains age sixty-five (65); in the case of dependent children, this benefit shall be available as provided by both state and federal mandates or to a minimum of age nineteen (19) or age twenty-four (24), if qualified. This benefit is available to any surviving spouse who became widowed on or after July 1, 1975 and to any other surviving spouse whose husband was killed in the line of duty prior to July 1, 1975.

7a. Survivor's Insurance For Spouses Killed In Line of Duty. Effective upon the approval of the 2010-2016 Agreement, survivors and eligible dependents of active employees who are killed in the line of duty on or after that date will be provided with health insurance coverage through the City. Said health insurance coverage shall be the same health insurance coverage that is offered to active employees as that coverage may change from time to time through negotiations. The cost of the health insurance coverage shall be paid by the City. This benefit shall be provided until such surviving spouse dies or remarries; and, in the case of dependent children, this benefit shall be as provided by both state and federal mandates or to a minimum of age nineteen (19) or age twenty-four (24), if qualified. Effective July 1, 1994, coverage shall be provided by the City for those survivors who have attained the age of sixty-five (65) in the form of supplemental Medicare insurance. Effective July 1, 1999, this benefit shall be provided to employees who die while on-duty and while actively engaged on the street in a field operation, or employees who die while on-duty as a result of a physical altercation.

8. Insurance Benefits for Retirees.

- (a) Effective July 1, 1994 the City will contribute two hundred dollars (\$200) per month toward the cost of health care coverage for retirees, the retiree's spouse and/or eligible dependents for identical insurance benefits as outlined in this Section (3.5) under the City's insurance plan, for those employees who retire after this date.
- (b) Effective July 1, 2005 the City will contribute the actual cost to a maximum of five hundred dollars (\$500) per month toward the cost of health care coverage for retirees, the retiree's spouse and/or eligible dependents for identical insurance benefits as outlined in this Section (3.5) under the City's insurance plan, for those employees who retire on or after July 1, 2004.
- (c) Employees hired before July 1, 2012 and whose effective date of retirement is on or after the approval of the 2010-2016 Agreement shall be eligible to purchase health insurance coverage through the City. Said retiree health insurance coverage shall be the same health insurance coverage that is offered to active employees as that coverage may change from time to time through negotiations. Notwithstanding the paragraph below, the cost of the health insurance coverage shall be based on the City's group rates and shall be paid by the retiree through a pension deduction. The City will contribute the actual cost up to a maximum of five hundred dollars (\$500) per month toward the cost of health insurance cover for retirees, the retiree's spouse and/or eligible dependents.
- (d) The payments in Paragraphs (a), (b) and (c) above will apply only toward the purchase of the City health insurance coverage and will continue for as long as the retiree receives a City pension that exceeds the insurance benefit provided herein, or until age sixty-five (65), whichever occurs first. The payments shall be applied as an offset against insurance payments made by pension deduction.
- (e) Employees hired on or after July 1, 2012 (hereinafter, "Post July 1, 2012 employees") shall not be eligible for the retiree health insurance coverage outlined in Paragraphs (a) through (d) above of this Section. Post July 1, 2012 employees shall be eligible upon retirement to purchase health insurance coverage through the City at the rate used to determine the equivalent monthly premium for active employees at the time of their retirement minus the employee's health insurance contribution. This rate is applicable to the purchase of the City health insurance plan only and will remain unchanged until age sixty-five (65), provided that the retiree continues to receive a City pension that exceeds the health insurance benefit provided herein. Said health insurance coverage shall be the same health insurance coverage that is offered to active employees as that coverage may change from time to time through negotiations. The City will make no additional health care contribution toward these benefits.
- (f) Effective upon the approval of the 2010-2016 Agreement, employees hired before July 1, 2012 may elect to participate in the retiree health insurance coverage provided to Post July 1, 2012 employees as outlined in Paragraph (e) above, provided the employee makes an additional one and one-half percent (1.5%) contribution to the Pension Fund. This additional pension contribution shall only be due and payable from the date the employee elects to participate in the Post July 1, 2012 retiree health insurance coverage (shall apply prospectively only). Said election must be made by July 1, 2012 for Pre-July 1999 employees and September 1, 2012 for Post July 1999 employees and is irrevocable.

- (g) The payments and rates outlined in Paragraphs (a) through (f) above will apply to retirees in the categories specified above who are receiving pensions approved by the Pension Commission in accordance with the definitions and requirements of the Municipal Employee's Retirement Fund whether the pensioner is retired under MERF or the Police Benefit Fund.
- (h) Employees who retire after the approval of the 2010-2016 Agreement shall not be allowed to purchase or otherwise remain on the City's health insurance plan once the retiree or his or her spouse reaches age sixty-five (65). Any eligible spouse shall continue to receive health insurance coverage up to age sixty-five (65). Any eligible dependents shall continue to receive health insurance as provided by both state and federal mandates or to a minimum of age nineteen (19) or age twenty-four (24), if qualified.
- (i) The City will provide a Group Life Insurance benefit of Six Thousand Dollars (\$6,000) for each retiree who retires after July 1, 1988.
- (j) Employees who retire and who wish to drop the health insurances available through the City may re-enroll in the insurance plan available at a later date provided they submit evidence of insurability for themselves and any qualified dependents and are found insurable by the insurance carriers.

9. Substitution of Insurance Plans. Effective January 1, 1985, the City may provide health insurance benefits by other than the named insurance carriers provided:

- A. The City gives the Union reasonable notice and opportunity to review;
- B. The benefits and services provided by the new carrier are the equivalent or better than the existing benefits and services;
- C. The Plan provides for individual employee choice of doctor, hospital and facility;
- D. There is national service;
- E. Any dispute concerning any of the above will be resolved by expedited final and binding arbitration by the American Arbitration Association, costs to be shared equally by the parties; and
- F. Insurance claims disputes between an employee and any insurance carrier shall not be subject to the arbitration procedure.

10. Effective upon the approval of the 2010-16 Agreement, the parties agree to establish a cost containment committee to study and recommend ways to improve health care and/or contain /reduce medical insurance cost. The Committee will be comprised of three (3) Union designated members and three (3) representatives of management who shall be designated by the Mayor or the Mayor's designee.

11. Prescription Drug Rider. Effective with the implementation of this Agreement, or as soon as practicable thereafter, the City will provide benefits for each employee and each employee's enrolled eligible dependents under the negotiated Prescription Drug Plan as outlined in Appendix C.

12. Inpatient Substance Treatment. Effective January 1, 1991, notwithstanding the preceding provisions of Section 3.5, the City shall not be required to provide inpatient treatment for drug or alcohol abuse beyond a lifetime limit of sixty (60) days of inpatient treatment per employee or enrolled dependent. This provision shall not affect the current benefits for outpatient care for drug and alcohol treatment.

13. Withdrawal from Health Care Coverage. Effective July 1, 2012, an employee who withdraws from or waives health insurance coverage or their health maintenance organization equivalent for an entire fiscal year will be paid Two Thousand Five Hundred Dollars (\$2,500.00) at the end of that fiscal year. Employees may enter or leave the plan at any time provided they must have not participated for an entire fiscal year to be eligible for the preceding payment and may be subject to proof of insurability on re-entry if required by the insurance carrier. Such payment will be subject to income tax deductions, but not to pension or any other payroll deductions

unless specifically authorized by the employee or such deduction is required by operation of law. Such payment will not be considered wages or earnings in the determination of pension benefits. An employee does not qualify for the payment of the voluntary waiver where the employee declines City provided health insurance coverage because the employee's spouse is employed by the City or Board of Education and the employee still remains insured by either the City or Hartford Board of Education through the spouse. If an employee's spouse is also employed by the City or Hartford Board of Education, the employee shall have the choice of enrolling the employee, the spouse and any dependents in the City's or Hartford Board of Education's health insurance through either the employee or the spouse, but in no event shall the employee, the spouse or any dependents receive double health insurance through both the City and/or Hartford Board of Education.

Section 3.6 Pensions

Effective July 1, 1994, the following pension and survivor benefits shall apply to all sworn police officers who retire effective on or after that date.

1. All members of the bargaining unit are enrolled as members of the Municipal Employees' Retirement Fund (The MERF Plan).

The City shall pay the balance of the annual cost needed to maintain the fund on a sound basis, as determined by periodic actuarial studies.

The sworn police officer contribution to the pension fund will be eight percent (8%) of total earnings, said contributions shall be deducted from each pay check and shall be credited to the member's account in The MERF fund. The City will implement a Section 4 14(h) as outlined by the IRS plan for pension contributions.

2. Service retirements will be based upon two and sixty-five one hundredths percent (2.65%) of final average pay for each whole year of service for the first twenty (20) years of continuous service and the following table for each whole year of continuous service thereafter to a maximum of seventy percent (70%) of final average pay. The foregoing shall be subject to the provisions of Appendix E, Sections E and N. The maximum of the seventy percent (70%) of final average pay shall be subject to the provisions of Section 3.6, Section 8.

<u>YEAR</u>	<u>PERCENTAGE</u>
21	56%
22	58%
23	60%
24	62%
25	64%
26	65%
27	66%
28	67%
29	68%
30	69%
31	70%

3. Normal retirement shall be after twenty (20) years of continuous service. Employee pension benefits shall be vested after ten (10) years of continuous service.
4. An employee who vests his or her pension and leaves the service of the City will be entitled to collect a pension benefit commencing on the date he or she would have reached his or her normal retirement date.
5. Effective upon signing, an employee may purchase up to four (4) years of Military Service time for service in the Armed Forces of the United States for periods of service, any of which occurred during the periods set forth in Section 27-103 of the General Statutes of the State of Connecticut, at the rate payable at the time of entry into City service, with interest at the rate of seven percent (7%) per annum. The period of such service for which the employee received credit shall be counted for the purpose of computing the amount of his or her retirement allowance provided such employee shall have completed ten (10) years of continuous service or fifteen (15)

years of active aggregate service with the City of Hartford or shall be retired prior thereto, due to disability incurred in the course of his or her employment.

6. Final average pay will be computed on the basis of the employee's highest three (3) of the last five (5) years earnings and shall include all earnings inclusive of overtime and private duty work.
7. An employee with less than fifteen (15) years of continuous service who suffers a permanent partial disability arising out of and in the course of employment as defined in the Workers' Compensation Act and who is eligible for a special disability allowance as provided for in the Municipal Employees' Retirement Fund will have such special disability allowance reduced by any income from gainful employment which, together with the special disability allowance, exceeds one hundred percent (100%) of the current rate of pay for an employee of the same or corresponding job classification held by the employee at the time of such retirement.
8. Effective July 1, 1994, an employee whose retirement becomes effective on or after that date, may upon retirement, and prior to any formula reduction, exchange a portion of his or her accumulated sick leave for up to four (4) years (in whole years only) of additional pension service time for the purpose of computing the amount of his or her retirement allowance provided, however, such additional service time shall not be used for establishing eligibility for normal retirement benefits, but shall be used as additional service credits for employees who are qualified or become qualified for normal/disability retirement benefits. Each additional year of pension service acquired pursuant to this Section shall be equal to two and one-half percent (2.5%) of final average pay. No employee shall retire over eighty percent (80%) of final average pay through the utilization of this benefit with the exception of those employees included in Appendix E, subsection E of this Agreement. For the purpose of exchange under this Section, twenty (20) days shall equal one (1) year of additional pension service time. Any accumulated sick leave remaining after the exchange shall be subject to the provision of Article V, Section 5.3 of this Agreement.

Employees who exchange accumulative sick leave for additional pension service time shall pay any and all Federal and State taxes resulting from such exchange as if such exchange were made pursuant to Article V, Section 5.3 of this Agreement.

This benefit shall remain in effect and inure to the benefit of every current bargaining unit employee hired on or before July 1, 1999, regardless of date of retirement, and shall not be subject to negotiation.

This benefit shall be limited to fifteen (15) bargaining unit members prior to January 1, 1995 and to an additional twenty (20) employees after January 1, 1995 and unrestricted after September 1, 1995. Should the allotment not be met during the outlined time period, then those remaining positions will be added to the next allotment so as to assure that thirty-five (35) employees may utilize this benefit prior to September 1, 1995.

In the event two (2) or more employees submit a pension request to the Police Chief at the same time and the employee intends to utilize this benefit and such utilization would exceed the outlined restrictions, ties will be broken by the employee with the greater seniority given preference.

9. All members of the bargaining unit who hold positions which are not sworn police officer positions, including, but not limited to parking controllers, police matrons and dog wardens, will receive City of Hartford MERF pension benefits equivalent to non-bargaining unit civilian employees of the Hartford Police Department, except that a final average pay shall mean the average annual rate of pay for the highest three (3) years of the employee's earnings during the last five (5) years of service immediately preceding retirement. Final average pay shall include total earnings, including overtime, private duty work and longevity pay.
10. There shall be a lockout on pension negotiations, and the pension benefits as provided in the Memorandum of Understanding attached as Appendix O.

Pension benefits, improvements, or changes achieved and/or awarded through or by the Pension Commission or the Court of Common Council to the members of the Municipal Employees' Retirement Fund that would enhance these benefits are not affected by this provision and would not preclude the receiving of these benefits by employees except that the Pension Commission and/or the Court of Common Council cannot remove, alter

or change in any way the lockout on pension negotiations stated herein or the pension provision of this Agreement.

Section 3.6 (a)

This Section shall apply to employees hired after July 1, 1999 but before July 1, 2012 (hereinafter, "Post July 1, 1999 Employees") and employees hired on or after July 1, 2012 (hereinafter, "Post July 1, 2012 Employees"):

- A. **Membership.** All Police Officers who entered the employ of the City after April 30, 1947, are enrolled as members of the Municipal Employees' Retirement Fund (The MERF Plan).
- B. **Member Contributions.** The City will maintain a Section 414 (h) as outlined by the IRS Plan for pension contributions.
- C. **City's Contributions.** The City pays the balance of the annual costs needed to maintain the fund on a sound basis, as determined by periodic actuarial studies.
- D. **Pension Benefits Payable To Post July 1, 1999 Police Officers:**
 - 1. The following pension benefits apply to Post July 1, 1999 Employees:
 - (a) The employee contribution rate to the pension fund will be six and one-half percent (6.5%) of total earnings.
 - (b) Service retirements will be based upon two and one-half percent (2.5%) of final average pay for each whole year of service for the first twenty (20) years and two percent (2%) of final average pay for each whole year of service thereafter, to a maximum of seventy percent (70%) of final average earnings as defined in Paragraph 4.
 - (c) Normal retirement age shall be twenty-five (25) years of service. Employees shall be vested after ten (10) years of continuous service. An employee, who vests his or her pension and leaves the service of the City and leaves his or her contributions in the fund, will be entitled to file an application for retirement benefits and thereafter collect pension benefits commencing on the date he or she would have reached his or her normal retirement date.
 - (d) Final average pay will be computed on the basis of the employee's highest three (3) of the last five (5) years of regular earnings, exclusive of overtime and private duty pay, added to a figure for overtime and private duty which is based on the employee's total overtime and private duty hours averaged over the employee's last twenty-five (25) years of service or actual years of service, whichever is less.
 - (e) Social Security benefits shall not be included in this plan.
 - (f) **Military Service Credit.** Any bargaining unit member who served in the active service of any branch of the armed forces of the United States during any part of the times set forth in Section 27-103 of the General Statutes may purchase credit for up to four (4) years of that military service. Such credit shall be purchased at the rate payable at the time of the member's entry into city service, with interest at the rate of seven percent (7%) per annum.

The period of such service for which the member receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance, provided such member shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford, or shall be retired prior thereto due to disability incurred in the course of his or her employment. This provision shall not be used to establish eligibility for retirement allowances but shall be used as additional service credits for members who are qualified or become qualified for normal or disability retirement allowances. Each additional year of credited service purchased pursuant to this subsection shall be equal to two and one-half percent (2.5%) of final average pay. Employees hired on

or after July 1, 1999 shall not be permitted by the terms of this subsection to exceed the seventy percent (70%) maximum of their final average pay.

(g) Effective upon the approval of the 2010-2016 Agreement, Post July 1, 1999 employees may elect to transfer to the pension benefits provided to Post July 1, 2012 employees as outlined below, provided that they shall have no minimum age requirement for normal retirement eligibility (refer to Paragraph D.1.(c) above), their contribution rate increases to eight percent (8%) effective the first pay period in July 2012, and their previous pension benefits shall not be transferable to the newly elected pension plan. Said election must be made by July 1, 2012 and is irrevocable.

2. The following pension benefits apply to Post July 1, 2012 Employees:

(a) The employee contribution rate to the pension fund will be nine and one-half percent (9.5%) of total earnings exclusive of private duty earnings. The parties recognize that the member's pension contribution rate is one and one-half percent (1.5%) higher than it would otherwise be as a result of the changes set forth under Section 3.5, Paragraphs 8 (e) and (f).

(b) Service retirements will be based upon two and eight-tenths percent (2.8%) of final average pay for each whole year of service for the first twenty-five (25) years and two and one-half percent (2.5%) of final average pay for each whole year of service thereafter, to a maximum of eighty percent (80%) of final average earnings as defined in Paragraph (d) below.

(c) Normal retirement age shall be twenty-five (25) years of service and a minimum age of fifty-five (55). Employees shall be vested after ten (10) years of continuous service. An employee who vests his or her pension and leaves the service of the City and leaves his or her contributions in the fund, will be entitled to file an application for retirement benefits and thereafter collect pension benefits commencing on the date he or she would have reached his or her normal retirement date.

(d) Final average pay will be computed on the basis of the employee's rate of pay immediately preceding retirement (rate of pay will be computed as the hourly rate multiplied by 40 hours then multiplied by 52 weeks) added to a figure for overtime which is based on the employee's total overtime hours averaged over the employee's highest three (3) of the last five (5) years. Private duty hours worked shall not be included in this calculation. In the event an employee experiences a reduction in rank, the rate of pay is based upon the final rate of pay at the employee's highest growth step of the highest rank held by the employee within two (2) years immediately preceding the start of the employee's retirement.

(e) Social Security benefits shall not be included in this plan.

(f) Military Service Credit. Any bargaining unit member who served in the active service of any branch of the armed forces of the United States during any part of the times set forth in Section 27-103 of the General Statutes may purchase credit for up to four (4) years of that military service. Such credit shall be purchased at the rate payable at the time of the member's entry into city service, with interest at the rate of seven percent (7%) per annum.

The period of such service for which the member receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance, provided such member shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford, or shall be retired prior thereto due to disability incurred in the course of his or her employment. This provision shall not be used to establish eligibility for retirement allowances but shall be used as additional service credits for members who are qualified or become qualified for normal or disability retirement allowances. Each additional year of credited service purchased pursuant to this subsection shall be equal to two and one-half percent (2.5%) of final average pay. Employees hired on or after July 1, 2012 shall not be permitted by the terms of this subsection to exceed the eighty percent (80%) maximum of their final average pay.

E. PENSIONS PAYABLE TO DISABLED MEMBERS. Subject to the approval of the Pension Commission, retirement allowances are payable to any member who becomes permanently disabled in accordance with the following provisions:

1. For permanent and total disability arising out of and in the course of employment as defined in the Workers' Compensation Act, irrespective of the length of service. When a member becomes so incapacitated from engaging in any gainful employment his or her pension is determined as one hundred percent (100%) of his or her annual pay at the time of his or her disability less any weekly benefits received under the Workers' Compensation Act.
2. For service-connected permanent partial disability, arising as defined in Paragraph 1 above, which reduces by ten percent (10%) or more the income which the member can derive from gainful employment, irrespective of the length of service. The member's pension, which is called a special disability allowance, is determined as fifty percent (50%) of his or her annual pay at the time of disability provided he or she has completed fifteen (15) or more years of continuous service. On and after the employee's twentieth (20th) year of continuous service, the employee will receive a special disability allowance in accordance with the normal retirement benefits as set forth in Section D.

If the member has less than fifteen (15) years of service and suffers an injury on or after July 1, 1986 which results in disability, his or her initial special disability allowance amounting to fifty percent (50%) of his or her annual pay at the time of disability shall be reduced by any income from gainful employment which, together with the special disability allowance, exceeds one hundred percent (100%) of the current rate of pay for any employee of the same or corresponding job classification held by the employee at the time of his or her retirement.

3. For non-service connected permanent and total disability arising after completion of at least five (5) years of continuous service.

When a member becomes so incapacitated from engaging in any gainful employment, his or her pension is equal to two and one-half percent (2.5%) of his or her final average pay multiplied by the number of whole years of service up to twenty (20) and two percent (2%) thereafter as calculated on the same basis as described in Section D above for normal retirement allowances in the event the employee has reached his or her twenty-fifth (25th) year of continuous service, except that, a minimum pension equal to twenty-five percent (25%) of his or her final average pay is provided.

4. For non-service-connected permanent partial disability which reduces by ten percent (10%) or more the income which the member can derive from gainful employment, and which arises after completion of at least ten (10) years of continuous service. The member's pension, which is called a special disability allowance, is equal to a specified percentage of his or her average pay, namely two and one-half percent (2.5%) multiplied by his or her whole years of service up to twenty (20) years and two percent (2%) thereafter, but not less than twenty-five percent (25%) of his or her final average pay. In the event that the employee has reached his or her twentieth (20th) year of continuous service, non-service-connected permanent partial disability benefits shall be as set forth in Section D.
5. For purposes of this contract, any reference to any payments or benefits made or payable under the Workers' Compensation Act, or received or paid as workers' compensation, shall include any payments or benefits for heart or hypertension disease payable under Section 7-433(c) of the Connecticut General Statutes.

F. REFUND OF MEMBER'S CONTRIBUTIONS UPON TERMINATION OF EMPLOYMENT (OTHER THAN DEATH). Upon termination of employment, a member may request the refund without interest of his or her total contributions to the MERF fund. This request must be made at the time he or she leaves the service of the City, or within ten (10) years thereafter, and the refund payment will be made in full settlement of the member's rights, if any, to vested pension or other benefits provided by the MERF plan.

G. DEATH BENEFITS PAYABLE TO SURVIVING SPOUSE AND CHILDREN. The pension benefits described below are payable to the member's widow (or widower) provided she or he was living with him or

her at the time of his or her death, and provided she or he was married to him or her at the time of his or her retirement if death occurs after retirement, and to his or her qualified dependent children who are unmarried and under age eighteen (18), or over age eighteen (18) if incapacitated from engaging in gainful employment.

1. Where the cause of death does not arise out of and in the course of the member's employment, as defined in the Workers' Compensation Act, the plan provides the spouse with an annual pension equal to twenty-five percent (25%) of the member's earnings during his or her last twelve (12) months of employment at full salary, payable monthly until death or remarriage. In addition, the plan provides a monthly pension of One Hundred Dollars (\$100.00) for the first qualified surviving child, plus Fifty Dollars (\$50.00) monthly for each additional qualified child, payable to the spouse if the children are in his/her care, or otherwise to their guardian. The total annual pension payments for the surviving spouse and children are not to exceed one hundred percent (100%) of the member's annual pay at the time of his or her death or retirement.
2. Where death occurs from a cause arising out of and in the course of his or her employment as defined in the Workers' Compensation Act, for such deaths before retirement, the plan provides the spouse with a pension equal to fifty percent (50%) of the member's annual pay at the time of death, payable monthly until his or her death or remarriage. In addition, the plan provides for each qualified surviving child who is unmarried and under age eighteen (18), or over age eighteen (18) if incapacitated from engaging in gainful employment, a pension equal to ten percent (10%) of such annual pay (increased to fifteen percent [15%] if there is no surviving spouse), but the total pensions for the spouse and children are limited to a maximum of seventy-five percent (75%) of the member's average annual pay for his or her final five (5) years of service. Such pension benefits for the surviving spouse and children are subject to reduction during their compensable period so that the total annual amount, including weekly Workers' Compensation payments, shall not exceed one hundred percent (100%) of the member's annual pay at the time of death. If death occurs after the member retires with a service-connected disability pension, similar pension benefits are payable to his or her survivors so long as they qualify for weekly Workers' Compensation benefits, the amounts of such pensions being based on the member's annual pay at the time of his or her retirement.

H. REFUND OF CONTRIBUTIONS PAYABLE TO THE NAMED BENEFICIARY OF A DECEASED MEMBER. This benefit, which is payable only if there is no spouse or child who qualifies for a survivor's pension, is equal to the member's total contributions without interest, less any pension payments made to him or her prior to his or her death. Also, upon termination of pension payments to the last qualified survivor (as described in Section G above), a refund is made of any excess of the member's contributions over the total pension payments made to the member and to his or her survivors.

A member can designate his or her beneficiary for this benefit by completing a form which he or she may obtain and file in the City Treasurer's Office.

I. CONTINUOUS SERVICE. In determining the member's qualification for pension benefits, periods of absence of not more than ninety (90) days in one (1) year are disregarded. Further, any absence of more than ninety (90) days is not considered to break the continuity of service if caused by disability involving the regular attendance of a physician, or if authorized as a leave of absence by the Court of Common Council. However, such periods of absence are not included in determining the amount of the member's pension. After any other period of absence, a returning member may obtain credit for his or her previous service provided he or she repays any contributions previously withdrawn plus interest, but his or her eligibility for a retirement pension will require the completion of ten (10) years of continuous service following the date of his or her reemployment. There is no limit within which an employee must exercise the aforementioned right.

J. ASSIGNMENTS PROHIBITED. All pensions and benefits of the MERF plan are for the support of the member and his or her qualified survivors. They are not subject to assignment and are exempt from the claim of creditors to the maximum extent permitted by law.

K. PENSION BENEFITS FOR PARKING CONTROLLERS, POLICE MATRONS AND ASSISTANT ANIMAL CONTROL OFFICERS. Parking Controllers, Police Matrons and Assistant Animal Control Officers will receive pension benefits equivalent to non-bargaining unit civilian employees of the Hartford Police Department, except that a final average pay shall mean the average annual rate of pay for the highest three (3) years of the employee's annual earnings during the last five (5) years of service immediately preceding

retirement. Final average pay shall include total earnings, including overtime, private duty work and longevity pay.

L. PENSION LOCKOUT NOTICE. There shall be a lockout on pension negotiations, and the pension benefits as provided in Section 3.6(a) until July 1, 2020. This lockout pertains only to employees hired after July 1, 1999.

Pension benefits, improvements, or changes achieved and/or awarded through or by the Pension Commission or the Court of Common Council to the members of the Municipal Employees' Retirement Fund that would enhance these benefits are not affected by this provision and would not preclude the receiving of these benefits by employees except that the Pension Commission and/or the Court of Common Council cannot remove, alter or change in any way the lockout on pension negotiations stated herein or the pension provisions of this Agreement.

NOTICE. The above summary of pension benefits is not intended to include all rights or responsibilities of employees in regard to pension benefits. For further elaboration or descriptions of benefits and responsibilities, please consult the City Charter or MERF booklet in regard to pension for police officers and firefighters.

Also, please note that this Section does not describe the benefits of Assistant Animal Control Officers, Parking Controllers or Police Matrons who are covered under MERF Pension Plan with Social Security benefits except as indicated in Section K, herein.

Section 3.7 Uniforms

The City will continue to provide uniforms and replacements under existing practice; provided, however, that the City will provide a minimum of one (1) summer shirt and one (1) pair of summer pants to each officer on April 1 of each year. All plainclothes officers shall receive a clothing allowance of Eleven Dollars (\$11.00) per week. All uniformed employees assigned in plainclothes capacity for two (2) weeks or more shall also receive this same clothing allowance. The clothing allowance shall be payable on or about June 1 of each year.

The City shall not be obligated to provide new uniforms on a periodic basis to plainclothes officers, but the City shall issue a full initial set of such uniforms and shall thereafter make uniforms available to such officers as are necessary at no cost to the officer.

A Police Uniform Advisory Committee shall advise the Chief of Police as to the type and quality of uniforms and ornamentation to be purchased by the Hartford Police Department. The Police Chief shall appoint two (2) members to the committee and the Union President shall appoint two (2) members.

- (a) Within thirty (30) days following the execution of the 1999 Collective Bargaining Agreement, the parties agree that they will form a Committee to review the possibility of establishing an employee voucher program relating to Department uniforms and equipment in lieu of the current uniform program.
- (b) White shirt requirements for Lieutenants and Captains are as follows: If it is a field operation, white shirts are not required, except that the Chief may designate otherwise for particular events. For all other activities which includes but is not limited to community meetings and any meeting in which the Lieutenant or Captain is representing the Department, the Chief has discretion.

Section 3.8 Seniority

Seniority shall be determined by total length of service in the employee's job classification except that in the case of vacations and layoffs, seniority shall be determined by the employee's total length of service in the department. Probationary employees shall have no seniority, but upon completion of the probationary period, their names shall be added to the seniority list from the date of appointment as probationary employees.

Whenever more than one (1) person is appointed to the department in the same day, the seniority of each such person shall be determined by their relative academic standing upon completion of training in the Police Academy.

Seniority shall not be broken by vacations, sick time, jury duty, suspension, or any authorized leave of absence or any call to military service for the duration.

Employees who resign voluntarily or who may be discharged for just cause shall lose all seniority; provided, however, that employees who resign in good standing and who are returned to duty before the expiration of one (1) year shall regain their seniority upon paying back to the pension fund all money they withdrew plus accumulated interest, and provided, however, that the period of separation will not count for seniority or entitlement to benefits based on length of service.

The parties of this Agreement recognize that the principal factors in job assignments are the efficiency and integrity of the Police Department. Nevertheless, the City will give due consideration to seniority, physical condition and personal hardship in making assignments that are not promotional. Such assignments may be subject to the grievance procedure; provided, however, that the decision in Step 2 shall be final.

To the extent practicable and consistent with the needs of the Field Services Bureau to meet required manpower levels for field operations, changes of shifts for scheduling purposes will be made on the basis of seniority from the affected shift.

Employees who are assigned as investigative trainees may be assigned such duties for no longer than twelve (12) months. No investigative trainees may be assigned or appointed when the authorized positions of Detective fall below the budgeted positions. It is agreed and understood that this investigative trainee position will not supplant any P.O.O.S.A./Detective position.

Section 3.9 Motor Vehicles or Vessels

No employee shall be required to perform any duty involving the maintenance or repair of the Department's motor vehicles or vessels. It is understood that pumping gas in a police/City vehicle shall not constitute a duty involving the maintenance or repair of a Departmental motor vehicle or vessel. The Chief of Police may assign a city vehicle to Police Lieutenants. The Chief of Police will set the parameters in regard to the assignment of these vehicles.

It is understood and agreed, effective July 1, 1994, Police Captains who are subject to callback will be assigned a city vehicle and certain communications equipment for the sole and limited purpose of performing their official duties and that such assignment of vehicles and equipment to the classification of Police Captains may be revoked at any time at the sole discretion of the Chief of Police, provided that similar action shall be taken against any Deputy Chief.

Section 3.10 Personal Property

The City will repair or replace personal equipment, clothing, eyeglasses and watches not to exceed the actual cash value of such items or Two Hundred Dollars (\$200.00) per item, whichever is less, that are damaged, seized or destroyed in the line of duty under procedures and standards established by the City. The reimbursement shall normally take place within thirty (30) days of the officer's request. In the event of a dispute, the dispute shall be subject to the grievance procedure. However, in the event of a seizure of property in the line of duty, the Chief's documented determination of the current market value shall be final and not subject to challenge. In the event the officer is discharged as a result of the incident leading to the seizure and such discharge is upheld against any challenge, the officer shall return any money paid under this Section.

Section 3.11 Funeral Costs

For any employee in active service who is killed as a result of injury in the line of duty, the City will pay the surviving spouse the sum of Four Thousand Dollars (\$4,000.00), which includes the workers' compensation payment, for funeral and cemetery expenses. If there is no surviving spouse, the payment will be made to the person who assumes the responsibility of paying the funeral expenses.

Section 3.12 Residence

There shall be no residence requirement for employees during the term of this contract.

ARTICLE IV HOURS AND OVERTIME

Section 4.1 Hours of Work

- A. The regular hours of work each day shall be consecutive except for any authorized interruptions for lunch periods.
- B. The workweek shall consist of five (5) consecutive eight (8) hour days except for normal schedule changes in accordance with normal rotation practice or abridged by this Agreement.

Effective January 1, 1995, employees assigned to the Patrol Division and/or the Detention Division shall work eight (8) consecutive hours on a work schedule known as the 5/2-5/3 (five [5] days on, two [2] days off followed by five [5] days on, three [3] days off and the cycle then repeated). This schedule will not allow for the assigning of permanent days off. Should through reorganization, consolidation or other administrative action(s) these Division designations change the determining factor for this work schedule shall be the job function performed by the employees assigned to these newly named units.

Any employee not assigned to these Divisions or job functions shall work five (5) consecutive eight (8) hour days unless abridged by this Agreement. Effective July 1, 1999, these employees shall have one (1) of the following sets of days off: Friday/Saturday; Saturday/Sunday; Sunday/Monday.

Those employees assigned to a 5/2-5/3 work schedule shall be compensated on a weekly basis and it is understood that some work weeks will be for a duration of thirty-two (32) hours. For the purpose of establishing an hourly rate for those employees so assigned, the weekly rate will be divided by forty (40).

Effective upon the signing of this Agreement, no Detective/Police Officer on Special Assignment shift shall commence earlier than 05:00 hours or later than 20:00 hours. The Chief of Police or his designee, with prior notification of at least forty-eight (48) hours may alter these employees' normal reporting times by up to four (4) hours within these parameters. The alteration of hours may occur for a maximum of two (2) shifts per week.

Effective July 1, 2002 employees assigned to the 5/2-5/3-work schedule may be scheduled for seven (7) workdays per year for training on those weeks in which the employee is scheduled to work thirty-two (32) hours without additional compensation. No employee shall be scheduled for training on either Saturday or Sunday. No employee shall be scheduled for giveback day training on Saturday, Sunday or Monday.

Effective upon the signing of this Agreement, Lieutenants currently assigned to the Bid Shift and 5/2-5/3 work schedule, with the exception of Headquarters/Watch Commander, shall be exempt from the Bid Shift and 5/2-5/3 work schedule, provided they are assigned to a command role in a neighborhood/ neighborhood cluster/ neighborhood zone or District. Lieutenants so assigned workday shall not commence earlier than 05:00 hours or later than 20:00 hours. These Lieutenants will be assigned a city vehicle as outlined in Section 3.9 of this Agreement or be compensated as outlined in Section 4.2(I) of this Agreement.

The Headquarters/Duty Commander position shall be part of the Bid Shift program and the 5/2 – 5/3 work schedule. The City agrees that there will be assigned to this position at least one (1) Lieutenant on all three (3) shifts (A, B, C Squad) on a permanent basis. District/ zone/ neighborhood Lieutenants may be utilized to fill vacancies in the Headquarters/Duty Commander position when permanently assigned Lieutenants are unavailable.

Those assignments designated as permanent, which shall be defined as the basic 24 hour car plan, shall have permanent reporting times for each bid cycle. Reporting times for Officers assigned to the Relief List may be within the time range(s) as follows:

A Relief 06:00 -- 12:00; B Relief 14:00 -- 20:00; C Relief 22:00 -- 24:00

Changes of shifts for vacancy coverage (bouncing) will be on a citywide basis, based on seniority and in accordance with current practices. Notification for schedule changes for relief list personnel will be in accordance with current practices (upon the completion of their prior tour of duty). No employee shall be required to report to a regular duty assignment without a minimum of eight (8) hours between regular duty completion and the next regular duty starting time.

Zone Lieutenants, Condition Units, Community Service Officers, School Resource Officers, Youth Officers, City Hall Officer(s), Traffic Units and/ or Specialized Units shall not be considered part of the relief list. They may be assigned to staff permanent assignments on the basis of allowing individuals in those units to be utilized in a directed function. It is agreed that under no conditions will they be assigned to limit overtime opportunities for those individuals assigned to the Bid Shift Program. Should the assignment of an Officer(s) last longer than one (1) week, they shall be included in the 5/2-5/3 schedule and any overtime opportunities they would be eligible to if assigned to a bid shift unit.

Effective upon the signing of this Agreement, as many as ten (10) 4/10-hour day police officer assignments, and one police sergeant may be mandated per shift with define starting times of 07:00 hours and 17:00 hours as a component of the basic car plan. These assignments as part of the Bid Shift process would first be filled as a selected bid and then by reverse seniority in accordance with the normal bid shift process and Article III, Section 3.8. Officers assigned to this mandatory work schedule who report to work at 07:00 hours will receive a 2.5% weekly increase of their pay rate. Employees assigned to this mandatory work schedule who report to work at 17:00 hours will receive a 5% increase in their pay rate. This pay rate increase will be in effect only for the time officers / sergeants are assigned to the 4/10 schedule.

Officers assigned to the relief list may be scheduled in a ten (10) hour day assignment and will receive time and a half compensation for any hours worked beyond eight (8) hours in a day. The conditions and terms of this work schedule shall be as outlined in Appendix K.

The Chief of Police may implement a mandatory 4/10-hour day work schedule for investigative personnel. Consideration shall first be given to volunteers by seniority for this work schedule. No more than 25% of investigative personnel will be assigned to this work schedule and they shall receive no additional compensation for working this schedule. The conditions and terms of this work schedule shall be as outlined in Appendix K and employees so assigned shall not be subject to altering of their normal starting times.

C. There shall be a Bid Shift system of designating work schedules. The Bid Shift cycle shall be for eighty-four (84) days. This system deals only with the hours of work within affected Division(s) and/or Bureau(s) and does not impact upon management's right to transfer employees if such changes are deemed by the Chief of Police or his or her designees to be in the best interest of the employee or of the Police Department. The Bid Shift program will only apply to the Community Service Bureau exclusive of Zone Lieutenants, Condition Units, Community Service Officers, School Resource Officers, Youth Officers, City Hall Officer(s), Traffic Units and/ or Specialized Units. Those job functions previously performed by (1) Field Operations; (2) Detention Services (3) Headquarters/Tele Serve shall remain as part of the Bid Shift Program throughout the life of this Agreement. Effective May 21, 2005, the bid shift assignment of officers shall be determined based on all bid shift assignments available within the Community Service Bureau regardless of job function.

All affected personnel will complete the Bid Shift form developed and provided by the Department indicating the rank ordering of their shift preferences. This form must be completed and signed by a superior officer before being forwarded to the employee's division commander for processing. Personnel who fail to submit forms will be assigned to remaining shift vacancies without regard to seniority.

Seniority shall be the basic criteria in the granting of shift selection requests to sworn personnel. Seniority will be defined as outlined in Section 3.8 of this Agreement.

Should, through reorganization and/or decentralization of police services, those aforementioned Divisions subject to the Bid Shift program be altered or restructured, the functions provided by those Divisions shall be the determining factor of the applicability of the Bid Shift program on a City-wide basis. Under no

circumstances shall the Bid Shift be determined within a specific District or Public Service Area or shall specialized patrol functions be exempt from the Bid Shift.

Employees transferred to those Divisions subject to the Bid Shift after the election period for shift preference has passed shall be eligible to assume their shift preference that they would have been eligible for on the relief list of the affected Division until such time as they are eligible to submit a Bid Shift form. This shall include temporary transfers or assignments based on the needs of the Department.

Personnel who are assigned to a Bid Shift program and volunteer for specialized functions within the Department, such as Operations Liberty and Victory, Bicycle Patrols, etc., will volunteer with the knowledge that their reporting hours of work may be altered for the duration of this assignment and may fluctuate on a daily basis. Those assignments held by employees voluntarily assigned to these units will remain as part of the Bid Shift assignment allocation.

It is understood that no officer participating in the Bid Shift process may have their hours altered unless provided for in the current Collective Bargaining Agreement or voluntary assignment to a specialized function has been made. Employees may be assigned to these specialized functions on a non-voluntary basis; however their hours of work will not be altered from their Bid Shift selection.

- D. Police Captains will be subject to Section 4.1, Paragraph A of this Agreement. The Police Captains will work a flexible schedule and those Captains assigned to the Field Services Division will be subject to the Bid Shift provisions of Section 4.1, Paragraph C.
- E. The Chief of Police or his or her designee may change employee shift assignments for training purposes. At least three (3) days notice shall be given to the employee whose shift is changed. The change in shift assignment shall be no more than seven (7) working days in duration.

Section 4.2 Overtime Pay

- A. Police Officers, Detectives/Police Officer on Special Assignment and Sergeants shall be paid once at their regular hour rate for overtime, except the rate shall be time and one-half for work that exceeds eight (8) hours in a day or after forty (40) hours worked in a week.

Police Lieutenants shall be paid an additional five percent (5%) of the base rate of the class on a continuing basis as "additional compensation in lieu of premium overtime pay" and shall receive straight time for all overtime work that is compensable under this Agreement.

Police Captains shall continue to receive five percent (5%) of the base rate of their class in lieu of all overtime pay and will continue to be eligible for compensatory time as provided in the Personnel Rules and Regulations.

Police Officers, Detectives/Police Officer on Special Assignment and Sergeants assigned to the four (4) ten hour day work schedule shall be paid at time and one half their regularly hourly rate for work that exceeds ten (10) hours in a day on their normal work day or after forty (40) hours in a week.

- B. In computing hours for premium overtime, any work covered by Sections 4.3 and 4.4 of this Article shall not be counted.
- C. Parking Controllers, Police Matrons and Assistant Animal Control Officers shall be paid time and one-half for overtime work that exceeds eight (8) hours in a day or forty (40) hours worked in a week. Such employees who work on holidays as provided in Article V, Section 5.1, shall be paid time and one-half in addition to their regular holiday pay.
- D. For purposes of this Section, paid leave other than sick leave shall count as hours worked except for vacation or personal days charged in accordance with Section 5.3 of this Agreement.
- E. In lieu of overtime pay an employee may request compensatory time off as provided in the Personnel Rules and Regulations at the overtime scale outlined in this Section. Each employee may accumulate and retain up to 200

hours of compensatory time, after which they must receive overtime pay. Employees shall be paid in full for any accumulated compensatory time at the time of separation from City service. The Chief of Police or his designee may limit the use of compensatory time off per shift within the Patrol Division provided a minimum of eight (8) compensatory days off per shift (to a minimum of 24 per day) will be granted.

- F. When it is necessary to call in personnel from other divisions and job classifications to aid and assist, such other personnel shall be the first to be released from their duties when the workload has lessened. Employees called for overtime shall report promptly unless excused.
- G. Effective May 21, 2005, overtime for vacancy coverage shall be equally and impartially distributed among qualified employees in each job classification who ordinarily perform such work in the normal course of their workweek. For the purpose of this paragraph personnel assigned to the Bid Shift Program shall all be considered equally eligible for any overtime that may be available to any assignment within that program. Employees assigned to non-bid shift assignments shall have their overtime equalized as nearly as may be feasible within such assignment. Employees who are excused from such overtime shall be charged with the overtime for the purpose of equalizing the distribution. Sworn personnel restricted to light duty shall be eligible for overtime opportunities in the assignments they are assigned provided it is consistent with their medical restricts and no manipulation of the roll is taken to create overtime opportunities for them.

The City shall keep records of time worked and time charged. In case of a grievance involving such records, the records shall be subject to examination by a Union Executive Board member and the officer in charge of the division involved. This subsection shall not be construed to impart any minimum staffing requirement or level on the Chief of Police.

If the grievance is filed for the Department's failure to properly assign overtime pursuant to this Section, the City shall provide the aggrieved qualified employee the opportunity to work the next comparable shift within a two (2) week period provided, however, this shall not preclude employees from working regularly available overtime, and provided further, that no employee shall be paid for hours not worked as a remedy. If the City declines to provide a remedy under this paragraph and a grievance is filed, and the employee is successful before the State Board of Mediation and Arbitration, the employee may elect compensatory time or a payroll payment as a remedy.

- H. When an employee is recalled to duty for overtime work that is not annexed consecutively to one (1) end or the other of the employee's regular work day, he or she shall receive a minimum of three (3) hours of overtime pay at the applicable overtime rate.
- I. The Commanders of Detention, Major Crimes, Evidentiary Services, Youth Services, Vice & Narcotics, Intelligence, Traffic and Internal Affairs shall receive a premium of thirty dollars (\$30.00) weekly, as compensation for off-duty telephone notification, relative to their division. For those weekly periods where an individual is designated to assume the Commander's position, that individual shall receive the thirty dollars (\$30.00) weekly premium in lieu of the Commander.

Section 4.3 Private Jobs

- A. Except as provide in Paragraph B, below, an employee who is assigned to work a private job for a firm or individual for a regular eight (8) hour day or any portion thereof, shall be paid for a full eight (8) hours at one and one quarter (1.25) his or her regular hourly rate of pay. If an employee is required to work longer than a regular eight (8) hour day, he or she shall be paid at the rate of time and one-half (1.5) for any hour or portion thereof in excess of eight (8) hours.

Employees assigned to private duty work at the formerly identified Hartford Civic Center shall be compensated at an overtime rate (time and one-half) for a minimum of three (3) hours or the actual hours worked at an overtime rate whichever is greater. Lieutenants and Captains shall for the purposes of this Section also be compensated at time and one -half.

- B. An employee who is assigned to work a private job on construction (including street construction), utility jobs, commercial moving or heavy equipment operations (cranes, rigging, etc.), shall be paid for the hours actually

worked, or a minimum of eight (8) hours, whichever is greater, at one and one-half times his or her regular hourly rate of pay for such work on Saturdays and Sundays and at twice his or her regular hourly rate of pay for such work on holidays, as established in Section 5.1.

- C. If an employee reports to work on a private job and is notified that the job is cancelled, he or she shall be paid for four (4) hours. However, if an employee reports late to a job, or leaves early, he or she may be paid only for the hours worked at the discretion of the private job supervisor.

All requests for plainclothes private jobs shall be filled by Police Officers on Special Assignment/Detectives and/or plainclothes superiors unless such plainclothes personnel are unavailable. In addition, all requests for plainclothes officers are subject to the approval of the Chief of Police.

The City agrees that no private job will be recruited for or discussed with employees more than one (1) month before the first day is scheduled to be performed. It is agreed that the private job supervisor, upon request, will make his or her records available for inspection by the Union Executive Board and will discuss procedures used in assigning personnel.

It will be the objective of the private job supervisor to assure reasonably equal distribution of private jobs, taking into account those employees who apply for consideration for private jobs and the desires of the private employers. Those employees who do not perform properly on private jobs may be suspended from additional private jobs for a period of time and may be subject to disciplinary action. On-duty police officers will not be assigned to private duty jobs except in the event of an emergency, and only until such emergency ends.

If a grievance is filed for the Department's failure to properly assign a private job pursuant to this Section, the City shall provide the aggrieved qualified employee the opportunity to work the next comparable shift within a two (2) week period provided, however, this shall not preclude employees from working regularly available private jobs, and provided further, that no employee shall be paid for hours not worked as a remedy. If the City declines to provide a remedy under this paragraph and a grievance is filed, and the employee is successful before the State Board of Mediation and Arbitration, the employee may elect compensatory time or a payroll payment as a remedy.

- D. When a private job requires three (3) to six (6) Police Officers, normally one (1) Sergeant will be assigned to such job, if available. When a private job requires two (2) to five (5) Sergeants, normally one (1) Lieutenant will be assigned to such job, if available. It is recognized by the Union and the City that, on occasion, it may be necessary for the private job supervisor to adjust the number of Sergeants and Lieutenants assigned if circumstances warrant.

One (1) Police Captain will normally be assigned, if available, when two (2) or more Lieutenants are assigned to the same private job.

- E. Any construction or similar work performed solely by City employees shall be exempt from the provisions of this Section.
- F. Any alleged violations of this Section shall be immediately reported to the Police Chief. The Police Chief shall order an investigation and take whatever corrective action is required to enforce the provision of this Section.
- G. A Joint Private Duty Advisory Committee shall be formed consisting of one (1) member of the Executive Board and one (1) member appointed by the Chief of Police to advise the Police Chief on the amount of officers to be hired for special events involving rock concerts, all events at the formerly identified Hartford Civic Center, sporting events, and for the staffing level of the Hartford Convention Center.
- H. Private Duty assignments shall be made as follow: (1) Private duty assignments which are not "Board Jobs" shall be filled in ascending order of classification. Such assignments whether on straight time or on overtime and all overtime jobs, which cannot be filled within the Division shall be assigned through the Private Duty office, except in the case of emergency. For the purpose of this paragraph, auxiliaries shall be considered within a Division with respect to private duty or overtime jobs requiring special training possessed by those auxiliaries. When a City agency issues road construction permits, the City shall endeavor to transmit a copy of the permit to

the private Duty Office as quickly as it reasonably can. (2) The parties will meet to discuss a memorandum of agreement concerning a procedure, consistent with the City's computerization efforts, to finalize "Board Jobs" as early as possible each week. (3) Members who submit a slip requesting more than one job are expected to fill said jobs if assigned. If a member has requested more than one job and is assigned more than one job and cannot fulfill their commitment, the member will so inform the Private Duty Office at least seventy two (72) hours prior to the start of the scheduled shift, except for circumstances outside the member's control. A member who fails to comply with this requirement will be limited to one (1) job only for the next two weeks, and will be ineligible for a competitive overtime assignment covering the same shift as the "Board Job".

- I. During the fiscal year, an employee who has three (3) separate occurrences of a week in which he or she worked a private duty job and had lost time shall, thereafter, during that fiscal year be prohibited from working private duty jobs and/or overtime for a two (2) week period following each succeeding incident.

Section 4.4 School Jobs

Employees who are assigned to work at any school-related function during their off-duty hours, which is paid for by City appropriated funds, including social and athletic events, shall be paid for a minimum of four (4) hours at one and one-half (1.5) times their regular hourly rate. If the job exceeds four (4) hours, they will be paid for the additional time at one and one-half (1.5) times their regular hourly rate.

ARTICLE V HOLIDAYS AND LEAVE

Section 5.1 Holidays

The following days are paid holidays for employees in the bargaining unit:

Independence Day	New Years Day
Labor Day	Martin Luther King, Jr. Day
Columbus Day	Lincoln's Birthday
Veterans Day	Washington's Birthday
Thanksgiving	Good Friday
Christmas	Memorial Day

When an employee works on a holiday, he or she shall be given a compensatory day off or a day's pay. Each employee annually, in advance of the fiscal year, will elect whether to receive pay or compensatory time off for any holiday on which he or she must work. The Police Chief will normally honor the employee's request, except that because of the needs of the service, he or she may determine which option the employee shall exercise.

When a holiday falls on a regular day off, a compensatory day shall be given with the approval of the Police Chief. The request shall be submitted at least forty-eight (48) hours in advance of the requested day off.

If a holiday occurs within an employee's vacation period, he or she shall receive an additional day off to be taken at the discretion of the Police Chief. The request shall be submitted at least forty-eight (48) hours in advance of the requested day off.

If an employee desires off-duty status on one (1) of the above-named holidays, it shall be requested before the assignment schedules are completed and may be granted at the discretion of the Chief. In unusual circumstances, and workload permitting, the Chief may authorize off-duty status for an employee who submits his/her off-duty request after the holiday assignment schedule is completed.

An employee out of work on a compensable injury or occupational illness and receiving pay in accordance with Section 5.5 of this Agreement will be credited with all holidays that occur during such period of absence. Holidays thus credited may be taken as compensatory days with the approval of the Police Chief upon a request being made at least forty-eight (48) hours in advance of the requested day off.

Section 5.2 Vacations

Each employee shall accumulate, during and after his or her probationary period, vacation leave with pay on July 1st according to the following schedule:

DAY'S OF VACATION FOR EMPLOYEES EARNING:

LENGTH OF SERVICE IN MONTHS	TWO WEEKS PER YEAR	THREE WEEKS PER YEAR	FOUR WEEKS PER YEAR
1	1	1.5	2
2	2	3.0	4
3	3	4.5	6
4	4	6.0	8
5	5	7.5	10
6	6	9.0	12
7	7	10.5	14
8	8	12.0	16
9	9	13.5	18
10	10	15.0	20
11	10	15.0	20
12	10	15.0	20

Such vacation shall be given after July 1st of the fiscal year following his or her appointment or anniversary date but in no case before six (6) months of continuous service have elapsed.

Employees who have completed five (5) years of full-time employment on July 1st and served continuously for the previous twelve (12) months shall be entitled to a vacation of three (3) weeks annually.

Employees who have completed fifteen (15) years of full-time employment on July 1st and served continuously for the previous twelve (12) months shall be entitled to a vacation of four (4) weeks annually.

Upon termination of employment, the employee shall receive payment equal to the amount of accrued vacation leave, provided that vacation leave accrued during the fiscal year in which the employee is separated will only be paid if the employee is in good standing at the time of separation. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Vacation leave may be carried over from one (1) fiscal year to the next to permit a maximum accumulation of no more than forty (40) days; provided, however, that any carryover in excess of thirty (30) days must be requested in writing and approved by the Chief.

Based on requests received, the Chief will provide for a minimum of six percent (6%) of those employees assigned to the Bid Shift program by rank to be off on vacation at any one (1) time during the summer months.

Section 5.3 Sick Leave

Each employee shall earn sick leave with pay during and after his or her probationary period at the rate of one and one-half (1.5) days of sick leave for each month of service to a maximum of fifteen (15) days in each fiscal year. It is the intent of this provision that each employee appointed on or before July 1 and who serves continuously until the following June 30 shall earn three (3) weeks paid sick leave.

Any unused portion of sick leave shall accumulate. Each employee shall receive a one time only increase of accumulated days equal to one (1) additional day for each day over one hundred twenty (120) accumulated sick days calculated as of October 31, 1987.

Sick leave shall be granted for personal or immediate family illness, non-compensable bodily injury or disease, and for absence because of enforced quarantine. The City may require sufficient proof for use of sick leave. The City will not normally require a doctor's certificate for absences of three (3) days or less, except in cases of suspected abuse. Immediate family is defined for the purpose of this provision to be father, mother, sister, brother, wife, husband, domestic or civil union partner or children related by either blood, marriage or adoption to the bargaining unit member.

Sick leave shall be granted only if the requirements of these provisions are complied with and the employee reports the illness in accordance with rules of the department, except where sufficiently extenuating circumstances exist. An employee who reports an illness and who has exhausted his or her accumulated sick leave will be charged vacation days, if available, for any absence as a result of the reported illness.

If no vacation days are available to the employee, then the absence will be charged to personal leave days, if available.

Full payment will be made by the City for any accumulated sick leave at time of death. Payment will be made to the employee's spouse or beneficiary.

The City will pay an employee fifty percent (50%) of his or her accumulated sick leave upon his or her retirement. No payment will be made to an employee who vests his or her pension benefits and collects a benefit commencing other than at termination of service.

All employees hired after January 1, 1999 shall accumulate no more than one hundred seventy-five (175) sick days for the purpose of calculating compensation due at the time of retirement. These employees shall continue to accumulate sick days on an unlimited basis for personal or immediate family illness, non-compensable bodily injury or disease, or for absence because of enforced quarantine.

Effective October 1, 1999, all employees hired before July 1, 1999 shall accumulate no more than two hundred (200) sick days for the purpose of calculating an eligible pension enhancement and/or compensation due at the time of retirement. For current employees whose accumulated sick day totals exceed two hundred (200) days as of October 1, 1999, their maximum accumulation shall be grandfathered at their existing levels as of October 1, 1999. For employees hired after July 1, 1999, they shall accumulate no more than one hundred fifty (150) days for the purpose of determining compensation due at the time of retirement. All employees shall continue to accumulate sick days, as provided in this Section, on an unlimited basis for personal or immediate family illness, non-compensable bodily injury or disease, or for absence due to enforced quarantine.

Section 5.3 (a) Sick Leave Bank Donations

A bargaining unit member who has accumulated at least thirty (30) days of sick leave may donate a portion of his or her accumulated sick leave to another bargaining unit member, who through serious and protracted illness has used all of his or her accumulated sick, vacation, holiday, personal (earned) and compensatory leave with the exception of two (2) weeks of accrued vacation leave which may be reserved for future use. The Mayor, or his/her designee, and the Director of Human Resources shall authorize the donation and transfer of such sick leave provided the following conditions are met:

1. The donating bargaining unit member shall have a minimum sick leave accumulation of thirty (30) days.
2. No more than five (5) days of sick leave for every thirty (30) days of sick leave accumulated by the donating bargaining unit member to a total donation of thirty (30) days shall be permitted between any two bargaining unit members.
3. Sick leave donated by one bargaining unit member to another, when used, shall be paid at the hourly rate of the donor or the donee, whichever is less.
4. No more than sixty (60) days of donated sick leave may be allowed to accumulate in any donee's name at any given time, provided if such donated sick leave should be reduced below sixty (60) days, additional donations may be made to restore the level of accumulated sick leave to sixty (60) days.

5. If any donated sick leave remains following an employee's use of donated time, that time shall remain in a sick leave bank, to be available for a subsequent employee's use and no longer earmarked for the initial donee's use.
6. No sick leave shall be donated to any employee who has a prior record of sick leave abuse for which the employee has been disciplined during the preceding twenty four months

Section 5.3 (b)

Commencing January 1, 1988 and continuing indefinitely, if an employee has three (3) occurrences of sick leave use in a quarter (defined as January 1 - March 31; April 1 - June 30; July 1 - September 30; October 1 - December 31) the employee may be considered to be a potential sick leave abuser and may receive written counseling.

Having received written counseling, if an employee has three (3) occurrences of sick leave use in a quarter, the employee may be subject to a written reprimand.

Having received a written reprimand, if an employee has two (2) occurrences of sick leave use in a quarter, the employee may be subject to discipline up to a three (3) day suspension.

Having received a three (3) day suspension, if an employee has two (2) occurrences of sick leave use in a quarter, the employee may receive further discipline, up to and including discharge.

An employee who has entered this system shall revert back one (1) step for each quarter in which he or she has no sick leave use. No reversion shall occur if an employee has a sick leave use in a quarter and both the process and reversion capability shall continue to operate without interruption.

Employees disciplined under the sick leave abuse system shall have the right to grieve in accordance with Article II of the Agreement except that written counseling shall not be subject to the grievance procedure.

For purposes of this Section an "occurrence" of sick leave use is defined as the period of consecutive time commencing from when the employee books off sick and ending when the employee returns to work, including special duty and/or private duty assignments and is identified as a suspected sick leave abuser.

Nothing in this Section shall prohibit the Hartford Police Department from utilizing other procedures and/or methods or levels of disciplinary action for sick leave abuse.

Section 5.4 Personal Leave for Perfect Attendance

Employees shall earn one and one-half (1.5) workdays of personal leave for each three (3) months of perfect attendance during the period from July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30. The employee may use such leave for any purpose, subject to advance approval of his or her absence. The employee can accumulate up to five (5) workdays for this purpose. Any unused personal leave exceeding five (5) work days shall be paid in cash at the rate of forty percent (40%) after the close of each fiscal year.

For the purpose of this Section, one (1) instance of tardiness per fiscal year quarter which does not exceed one (1) hour shall not affect an employee's perfect attendance status. However, more than one (1) instance of tardiness in any quarter, regardless of the amount of time lost, will result in the loss of personal leave for that quarter.

Effective upon the approval of the 2010-2016 Agreement, employees utilizing a single earned leave day off request will take precedence over all other forms of requests for days off, with the exception of compensatory time off requests.

Section 5.5 Compensation for Injuries and Disease

Effective for new injuries or disease occurring after July 1, 1987, each employee shall be compensated for any injury or occupational disease under the provisions of the Workers' Compensation Act. Any employee with six (6) months of continuous service shall receive payment from the City, which payment will equal the difference between his or her take home pay (gross base pay less deductions for pension and income tax) and the payments received under the Workers' Compensation Act based on the following formula:

0 to 1 year after swearing in	-	3 months pay
1 to 2 years after swearing in	-	6 months pay
2 to 5 years after swearing in	-	12 months pay
5 to 15 years after swearing in	-	18 months pay
Over 15 years after swearing in	-	24 months pay

Effective July 1, 1994, the parties agree to form a Committee to look into cost saving measures for workers' compensation benefits/coverage, however no changes in coverage or benefits shall occur unless mutually agreed to in writing by both parties.

Effective October 1, 1998 (or as soon as practicable after the issuance of the arbitration award), workers' compensation benefits shall be administered through a City managed care program. The Parties agree to implement the cost control committee referenced in the above paragraph.

Section 5.6 Funeral Leave

In the event of death of the spouse or child of an employee, he or she will be granted leave in the amount of seven (7) calendar days and such leave will not be charged to sick leave, personal leave, or vacation leave; provided, however, that the Chief may grant one (1) additional day off with pay if such time is required for extensive travel.

In the event of death of the parents of an employee, he or she will be granted leave in the amount of five (5) calendar days and such leave will not be charged to sick leave, personal leave, or vacation leave; provided, however, that the Chief may grant one (1) additional day off with pay if such time is required for extensive travel.

In the event of death of grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, spousal grandparents, brother, sister, sister-in-law, brother-in-law, and any relative who is domiciled in the employee's household, three (3) calendar days leave will be granted and will not be charged to sick leave, personal leave, or vacation leave.

Section 5.7 Jury Pay

The City agrees to make up the difference in an employee's wages between his or her current basic salary and compensation received for jury duty during the same period.

Section 5.8 Pregnancy Leave

Leave needed for pregnancy, childbirth and related medical conditions will be treated in the same manner as other conditions which result in a temporary disability under Section 5.9 (a) and any other applicable sections of this Agreement. However, the notice provisions of the federal Family and Medical Leave Act shall apply.

Section 5.9 Childrearing Leave

Employees shall be entitled to childbearing leave following the birth or adoption of a child in accordance with the notice and qualification provisions of the Federal FMLA and as described in this Article. This leave shall be for forty-five (45) days, and shall be in addition to any non-childrearing leave to which the employee may be entitled to under law or under any other provision of this Agreement. The leave may be charged against the employee's paid sick leave, and to the extent that is exhausted shall be charged against accrued paid leave other than sick leave. If such paid leave is exhausted, the balance of leave shall be unpaid.

An employee who does not return to work on or before the expiration of his or her approved leave or any extension thereof will be deemed to have resigned. If the employee resigns in good standing on or before the expiration of the approved leave, such resignation may be withdrawn as provided in Rule VII, Section 1 of the Personnel Rules and Regulation.

It is understood that any employee using childrearing leave or pregnancy leave, must provide proof that the employee meets the FMLA's definition of "parent" and that the child for whom the leave is taken meets the FMLA's definition of "son or daughter." Examples of such proof include a marriage certificate, doctor's certificate, adoption certificate, birth certificate, proof of foster child/step child status, proof of day-to-day responsibility for caring of children and/or "in loco parents" status as described in the FMLA, its regulations and Administrative Interpretations. However, notwithstanding any provision in federal law to the contrary, the parties agree that employees in same-sex marriage shall be treated equally in all ways to employees in opposite sex marriages for purpose of this Agreement.

The utilization of sick leave for childrearing leave shall constitute a break in attendance, so that if a bargaining unit member uses such sick leave, personal leave for perfect attendance under Section 5.4 of the Collective Bargaining Agreement shall not be earned during that quarter or quarters.

The parties recognize that the State Family Medical Leave Act does not currently cover employees of public employers.

Section 5.9 (a) Family Medical Leave

- A. Notwithstanding any City policy stating otherwise, an employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. 1601, et seq., shall be granted up to twelve (12) weeks of unpaid FMLA leave during a twelve (12) month period in accordance with the applicable provisions of the FMLA. Except as otherwise described by Article V, Section 5.8 and 5.9 of this Agreement, any accumulated paid leave time must be substituted for unpaid FMLA leave and exhausted first and said paid leave shall be included in and shall not be in addition to, the aforementioned twelve (12) weeks of allowable leave as permitted by the FMLA. However, an employee may choose to reserve up to two (2) weeks of paid vacation instead of substituting that vacation for FMLA leave. The twelve (12) month period shall be measured from the twelve (12) months commencing on the date the employee first takes FMLA.

A medical certificate as provided in the FMLA shall be required for FMLA leave situations. Employees on FMLA leave shall have the continuity of their employment preserved for seniority purposes. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work, including that employees shall pay any required premium contributions toward the cost of such insurance. If the employee fails to return to work under circumstances described by the FMLA, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

- B. Where the FMLA grants additional leave time to identified classes of employees, such as employees in the Armed Services or whose families are in the Armed Services, the twelve (12) week period in paragraph one (1), above, shall be extended to comply with the FMLA.
- C. An employee who does not return to work on or before the expiration of his or her approved FMLA leave or any extension thereof will be deemed to have resigned. If the employee resigns in good standing on or before the expiration of the FMLA leave, such resignation may be withdrawn as provided in Rule VII, Section 1, of the Personnel Rules and Regulations.
- D. An employee who has exhausted his or her FMLA leave entitlement, but who is temporarily medically unable to return to work and who has not exhausted other available leave balances during the FMLA leave may utilize other available leave as described in this Agreement as circumstances warrant.
- E. Employees who do not meet the eligibility requirements under the FMLA may be entitled to other leave as described in this Agreement.

F. An employee who does not meet the criteria of paragraph 4 and who, therefore, is administratively separated from employment with the City for medical inability to return to work, shall be entitled to payment of all leave accrual balances as of the date of his or her separation. With the deduction of applicable active employee health insurance premium cost shares, said employee will remain on the active employee health insurance plan and at the same health insurance coverage level that the employee had at the time of separation for a period of time equivalent to the amount of accrued sick leave as of the date of the employee's separation from City service.

Section 5.10 Leaves Of Absence Without Pay

The Police Chief, with the approval of the Director of Human Resources, may grant a regular employee leave of absence without pay for a period not to exceed one (1) year for travel or study. Such leave shall be granted only when it will not result in undue prejudice to the interests of the City as an employer beyond any benefits to be realized. No leave without pay shall be granted except upon written request of the employee and a guarantee by the employee that he or she will serve the City for at least one (1) year after return from such leave. Whenever granted, such leave shall be approved in writing and signed by the Police Chief and a copy filed with the Director of Human Resources.

Upon expiration of a regularly approved leave without pay, the employee shall return to work in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

No leave shall be granted primarily in the interests of the employee except in the case of one who has shown by his or her record of service or by other evidence to be of more than average value to the City and whose service it is desirable to retain even at such sacrifice.

Leaves of absence without pay may also be granted to permanent employees in the bargaining unit for a period of up to three (3) months upon written application to the Director of Human Resources stating reasons for the request and with his or her prior approval.

ARTICLE VI GENERAL PROVISIONS

Section 6.1 Union Representatives

A written list of Union Stewards and other elected Officers and Representatives of the Hartford Police Union shall be furnished to the Police Chief and Director of Human Resources immediately after their designation and on a quarterly basis and the Union shall notify the City immediately of any changes. The Union shall not designate more than eight (8) Stewards and eight (8) alternate Stewards for the bargaining unit as a whole.

The above Officers and Stewards shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, provided that the Officer or Steward shall request permission from his or her first level supervisor outside the bargaining unit. Permission may be withheld by the supervisor because of operating requirements, but such permission may not be withheld for more than twenty-four (24) hours except in department-wide emergencies.

The internal business of the Union shall be conducted during the non-duty hours of the employees involved; provided, however, members of the Union Executive Board may be permitted without loss of pay to attend one (1) Union meeting per month during duty hours. In the event the Union does not call a regular meeting during any one (1) month, this authorization may be used for a special meeting called during another month.

Up to five (5) members of the Union negotiating committee will attend meetings for the purpose of negotiating or conducting business with the City during their working hours without loss of pay.

Upon the request of the Union, Union members shall be granted time off without pay loss to attend Union authorized functions not to exceed a cumulative total of thirty (30) working days in any fiscal year for the entire bargaining unit. No more than five (5) union members shall be granted Union leave at any one time to attend the

same Union function. The Union shall furnish the Director of Human Resources and the Chief of Police with a list of delegates and elected officials and provide the dates and locations of said Union functions.

The Union shall provide a request for leave at least seven (7) calendar days prior to the date of the Union function. Such approval may be denied due to unavoidable operating requirements or in the case of a Department-wide emergency.

Police Captains shall have all prior authority to rule on first (1st) step grievances and provide or deny permission to Union officers and/or Stewards to investigate and/or settle grievances.

Section 6.2 Access to Premises

The City agrees to permit representatives of the Hartford Police Union to have reasonable access to the premises of the City, subject to security regulations, provided that any such representative notifies the first supervisor outside the bargaining unit of the reason for his or her presence when he or she arrives and exercises care not to interfere with the performance of duties assigned to employees.

Section 6.3 Bulletin Board

The City will furnish one (1) glass enclosed bulletin board in each of the following locations for exclusive use of the Union: Squad Room; Police Officers' Locker Rooms; and Superior Officers' Locker Room. Union notices shall be posted only on these boards. Both parties agree that it would be improper to post abusive, false or obscene material on bulletin boards. All material except for routine notices of meetings, social events and other official union business shall be approved in advance by the Police Chief. Keys to the boards shall be retained by the Chief and the Union President.

Section 6.4 Seniority List

On or about April 1 of each year, the Police Chief will furnish the Union with a list of all employees in the bargaining unit showing their seniority with the City and their seniority in their current classifications.

Section 6.5 Health and Safety Responsibilities - Safety Committee

- A. While the parties recognize the hazards inherent in performing police work, the employer recognizes its responsibility to, and will use its best efforts to, provide the safest working conditions possible for bargaining unit employees.
- B. The Police Chief and the Union shall each appoint three (3) representatives to serve as members of a joint safety committee, which shall meet monthly to review and recommend safety and health conditions. Bargaining unit members of said committee shall attend meetings without the loss of pay when such meetings are scheduled during the regular working hours of the employees involved.

Section 6.6 Management-Union Informational Meeting

The Chief of Police and the Union Executive Board will schedule an informational meeting to be held once each month. Members of the Union Executive Board shall attend said meetings without the loss of pay when such meetings are scheduled during the regular working hours of the employees involved.

At such meetings, the Union's opinion will be welcomed on all matters affecting the Police Department including technological changes.

Section 6.7 Union Management Physical and Mental Fitness Committee

The Union and the City shall meet periodically for the purpose of studying a physical fitness and periodical physical examination program. The joint study committee shall also discuss drug and alcohol abuse, including rehabilitation. No decision will be made to implement the study except as is jointly agreed to by the City and the Union.

Neither the City nor the Union waive any rights they may have under this Agreement or the Municipal Employee Relations Act because of the existence and operation of this joint committee.

The Union and the City support a comprehensive drug testing program to include sworn members and potential sworn members of the Hartford Police Department.

The current drug testing program agreed to by the parties shall remain in effect in accordance with the conditions of the Departmental Policy and Procedures # 8-33 and those memoranda of understanding as attached.

It is understood and agreed that Police Captains will continue to participate in and exercise the same supervisory and administrative duties and responsibilities under the parties' Drug Testing Policy as such duties and responsibilities existed prior to the certification of such classifications for representation under ME 14,689.

Section 6.8 Compensatory Time for Meetings

Any committee member of the Safety Committee, Management-Union Informational Committee, Union-Management Physical and Mental Fitness Committee, Police Uniform Advisory Committee, Private Duty Advisory Committee and Workers' Compensation Cost Containment Committee who is required to attend some meetings on off-duty hours will be granted compensatory time off on an hour for hour basis.

Section 6.9 Union President Detached Duty

The Union President will be on detached duty to perform Union business. The Union President will respond to all requests for Union representation or a Union representative, in lieu of other Union representatives, from 8:30 A.M. to 4:30 P.M., Monday through Friday, unless he or she is unavailable for good cause. For the purpose of maintaining constant communications with the Department and Chief of Police, the Union President will carry a beeper pager in good repair to be paid for by the Union. The Union will provide the President with an office outside the Department and the Department has no obligation to provide office space for the Union President.

Section 6.10 Printing of Agreement

The Union and the City will equally share in the printing cost of this Agreement which shall be printed under the existing established procedures with payment due from the Union within thirty (30) days of receipt of a bill from the City for its share of the cost. The Union shall be entitled to verification of said costs.

Section 6.11 Appearance Standards

The Chief of Police shall implement reasonable appearance standards which shall be applicable to and binding on bargaining unit employees effective July 1, 1985.

ARTICLE VII COVENANTS

Section 7.1 Local Ordinances

The City and the Union agree that in the event local ordinances are passed which would alter the terms of this Agreement, such legislation is inoperative, null and void during the term of this Agreement for those employees covered by the Agreement, unless otherwise mutually agreed.

Section 7.2 Saving Clause

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

Section 7.3 Effective Dates

The effective date of salary increases and other changes that affect the computation of weekly earnings shall be the date specified if Sunday, or the Sunday beginning the pay period that immediately follows the date specified.

Section 7.4 Duration

The duration of this Agreement shall extend from July 1, 2010 through June 30, 2016 and shall continue in effect thereafter unless amended, modified or terminated in accordance with this Section.

Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing no later than one hundred fifty (150) days prior to the expiration of this Agreement and begin negotiations no later than one hundred twenty (120) days prior to the expiration of this Agreement.

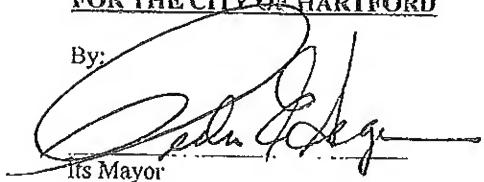
Section 7.5 Entire Agreement

The foregoing constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein and that it may not be reopened for change in its terms or addition of new subject matter except by mutual agreement.

IN WITNESSES WHEREOF, the parties here to have caused to be signed and sealed this Agreement and a like copy on this 24th day of August, 2012.

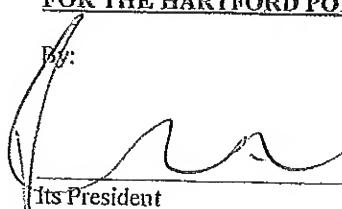
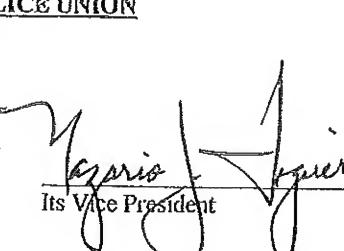
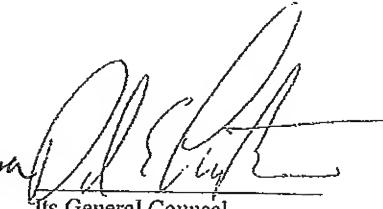
FOR THE CITY OF HARTFORD

By:


John Dege
Its Mayor

FOR THE HARTFORD POLICE UNION

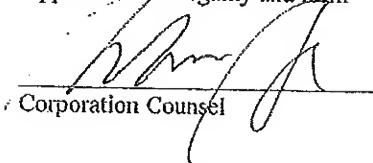
By:


Its President

Its Vice President

Its General Counsel


Its Secretary


Its Treasurer

Approved as to legality and form


Corporation Counsel

APPENDIX A **EMPLOYEE RIGHTS**

The following subsections of Section 7-468 of the Municipal Employee Relations Act are hereby provided verbatim, solely so as to inform employees of their statutory rights:

- (a) "Employees shall have, and shall be protected in the exercise of, the right of self-organization, to form, join or assist any employee organization, to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from actual interference, restraint or coercion.
- (b) "An individual employee at any time may present a grievance to his or her employer and have the grievance adjusted, without intervention of an employee organization, provided the adjustment shall not be inconsistent with the terms of a Collective Bargaining Agreement then in effect. The employee organization certified or recognized as the exclusive representative shall be given prompt notice of the adjustment. (February Sp. Sess. 1965, P.A. 159, S.2, eff. June 4, 1965; 1967, P.A. 491 S.2., eff. June 16, 1967; 1993, P.A. 93-426, S.4.)"

It is understood and agreed that the following Police Officer "Bill of Rights" shall become effective immediately.

1. Any formal written complaint by a person against a Police Officer shall be duly sworn to and signed by the complainant. If the person refuses to sign the complaint, the complaint shall be received and the refusal to sign shall be noted.
2. The above does not preclude the Chief of Police from initiating a departmental investigation upon receipt of any type of complaint if he or she determines it to be in the best interest of the Police Department and/or the Police Officer involved. The investigation of an unsigned complaint must be concluded within thirty (30) working days of the filing of the complaint. On or before thirty (30) working days have passed, the Chief of Police must advise the Police Officer involved whether charges will be made against him or her or whether the investigation has been concluded. If the investigation has been concluded, no charges will be made against the Officer at any later time.
3. In the absence of any further corroboratory evidence after a departmental investigation, an unsigned complaint on its own standing shall not be used as evidence in any formal departmental hearing against a Police Officer.
4. Whenever a Police Officer is under investigation for any reason, which may lead to disciplinary and/or criminal charges, such investigation shall be conducted in the following manner:
 - (a) Any questioning of the Police Officer shall be conducted at a reasonable hour normally when the Police Officer is on duty, unless the seriousness of the investigation warrants an immediate investigation as determined by the Chief of Police.
 - (b) If the Police Officer under questioning is under arrest or is likely to be placed under arrest, he or she shall be informed of all his or her rights prior to the beginning of questioning.
 - (c) The Police Officer shall have the right to be represented by counsel of his or her choice when such investigation relates to the officer being charged with a criminal offense. If the employee so desires, a union representative may be present during any questioning which may lead to suspension, demotion, dismissal or arrest.
 - (d) Any witness in any Internal affairs investigation shall be entitled to be represented by a union representative of his/her choice, if requested by the witness, and such representative must not interfere with the investigative process. If the requested union representative is also a witness in the investigation or interferes with the investigation, then the union representative shall recuse himself/herself and the employee shall have the right to select another union representative.

5. Police Officers shall enjoy all legal rights guaranteed under the Constitution of the United States and the State of Connecticut and any other Federal or state statutes.
6.
 - (a) No officer shall be suspended without pay until a disciplinary hearing has been conducted except as provided in Paragraphs (b) and (c) below or unless he or she has been arrested for a felony, a sexual offense and/or a crime of larceny under the Connecticut Penal Code.
 - (b) An officer who has been found to be under the influence of drugs or alcohol while on duty may be suspended without pay for the remainder of that tour of duty. The Chief of Police shall review the suspension within five (5) working days and either reverse or uphold the suspension, or take other appropriate disciplinary action as he or she may deem necessary following a disciplinary hearing.
 - (c) An officer who has assaulted another officer while either is on duty or displays physical violence against another Police Department employee or against Police Department equipment or facilities except if such action is in the course of a lawful arrest may be immediately suspended without pay until a hearing before the Chief of Police or his or her designee on the next administrative duty day at which time he or she may uphold, overturn, or continue the suspension for no more than five (5) working days.
 - (d) An officer who reports for duty improperly attired or equipped may be sent home to report back properly attired or equipped and will be docked pay for the time he or she is absent.
7. If a false complaint or allegation is made against any Police Officer, the Chief of Police, the Union Executive Board, and the Police Officer involved will meet to review the charges and discuss whether or not the matter should be presented to appropriate prosecutorial persons.
8. In the event the Police Chief determines that the charges filed against an employee, if true, would warrant a penalty of no less than one (1) day and/or no more than five (5) days suspension without pay, the expedited hearing procedures, indicated below, will be followed. In all other disciplinary actions those hearing rules as outlined in the H.P.D. Policy and Procedures, Section 4.3 shall remain in effect.
 - (a) The Police Chief or the Chief's designee will advise the Union and the employee of the charges filed and will set a date for an expedited disciplinary hearing before the Chief or his/her designee.
 - (b) The employee, who at the employee's discretion may be represented at the hearing by the Union, will be permitted to respond to the charges filed and will have access to the department's investigative package and will be permitted to respond to the contents of that package. No witnesses will be permitted to testify at such hearings, provided however, written statements from such witnesses may be submitted by either the department or the Union (or employee if not represented by the Union).
 - (c) Any charge, which results from a citizen's complaint shall not be subject to this procedure.
 - (d) The findings of the Police Chief or designee shall be made known to the employee and Union at the close of the hearing. If the employee is suspended as a result of those findings, the employee and the Union shall be advised of the date(s) and duration of the suspension at that time. The Police Chief or designee may postpone a recitation of the findings if the Union or employee has submitted new or heretofore unknown information to the Chief or designee which may require further investigation by the department.
 - (e) Any suspension imposed as a result of an expedited hearing may be appealed to the third (3rd) step of the grievance procedure, and if not resolved at that step appealed to arbitration. Any appeal filed must be done so in accordance with Article II of this Agreement.
 - (f) Any employee who is suspended from work without pay, at the employee's option, may elect to work during the suspension and have the suspension time deducted from the employee's accumulated and accrued leave such as vacation and earned leave, but not sick leave. Employees so suspended shall not be eligible for overtime or private duty assignments for the duration of such suspension.

(g) No suspension of fewer than thirty-two (32) calendar days shall lead to the loss of health insurance coverage as described in this Agreement, including all applicable coverage, co-pays and employee contribution, during the suspension period.

APPENDIX B CLASSIFICATION AND PAY RANGES

Wage rates and growth increments for employees shall be as outlined in this Appendix.

Effective 7/1/2010 the pay rates shall remain unchanged from the 7/1/2009 levels.

Effective July 1, 2012, the pay rates for all classifications shall increase 1.75%.

Effective January 1, 2013, the pay rates for all classifications shall increase 1.75%.

Effective July 1, 2013, the pay rates for all classifications shall increase 1.75%.

Effective January 1, 2014, the pay rates for all classifications shall increase 1.75%.

Effective July 1, 2014, the pay rates for all classifications shall increase 3.5%.

Effective July 1, 2015, the pay rates for all classifications shall increase 3%.

Note: The effective date of salary increases and other changes that affect the computation of weekly earnings shall be the date specified if Sunday, or the Sunday beginning the pay period that immediately follows the date specified.

Effective 7/1/05 Police Officer Recruits shall advance to the base rate of Police Officer upon successful completion of the Police Academy.

With the exception of Police Officer Recruit, all employees shall advance to the next growth increment within their classification upon completion of one year in the previous step until such time as they reach the maximum growth increment of their classification. Advancement from one classification to another shall be in accordance with the Personnel Rules & Regulations of the City of Hartford for classified employees.

Effective July 1, 1999, upon reaching the third (3rd) anniversary of graduation from the Police Academy, all employees with two (2) full years of college, sixty (60) credits, from an accredited college, shall receive an additional two and one-half percent (2.5%) based on the employee's pay rate, while employees who have earned a Bachelor's degree, from an accredited college, shall receive an additional five percent (5%) based on the employee's pay rate. Once an employee has reached top pay as a Police Officer, that employee with two (2) full years of college, sixty (60) credits, from an accredited college, shall receive one (1) full step in the Police Officer on Special Assignment/Detective range (first [1st] year rate). Any employee with a Bachelor's degree, who has reached top pay as a Police Officer, will receive the next step (top pay) in the Police Officer on Special Assignment/Detective range.

For all Police Officers hired after July 1, 1999, the educational incentive shall be payable as follows. Upon reaching the third (3rd) anniversary of graduation from the Police Academy, all Police Officers with two (2) full years of college, sixty (60) credits, from an accredited college, shall receive an additional two and one-half percent (2.5%) based on the employee's pay rate, while Police Officers who have earned a Bachelor's degree, from an accredited college, shall receive an additional five percent (5%) based on the employee's pay rate. For individuals who reach the top of their salary range for Police Officer, their educational incentive shall be based on two and one-half percent (2.5%) or five percent (5%) of that top step amount. Should a Police Officer be promoted to a higher job classification, he or she shall immediately be entitled to receive the applicable educational incentive.

Effective July 1, 2005, educational incentive pay shall be made upon the completion of the initial probationary period as Police Officer. Should a Police Officer be promoted to a higher job classification, he or she shall immediately be entitled to receive the applicable educational incentive.

For employees who meet the above referenced educational incentive criteria and who have completed their initial probationary period, but have not reached their third (3rd) anniversary of graduation from the Police Academy, they shall also receive the educational incentive effective 7/1/05. There shall be no retroactive payments.

Effective upon the signing of this Agreement, employees shall receive an additional 2.5% educational incentive for completion of a post graduate degree or certification provided the employee's course work must be in one of the

following disciplines: Sociology, Psychology, Criminal Justice, Police Science, Public Safety, Business Administration, Public Administration, Human Resources or Foreign Language.

The parties recognize that some Colleges and Universities may utilize course credit methodologies other than three (3) credits for the successful completion of one course. In these circumstances, equivalencies will qualify the employee for the two (2) full years of college/sixty (60) credits educational incentive provided the credit methodology is verified and approved by the Director of Human Resources.

For the purpose of this Appendix, the term "accredited College" shall mean a College or University accredited by the following Regional Associations:

- Middle States Association of Colleges and School;
- New England Association of Schools and Colleges;
- North Central Association of Colleges and Schools;
- Northwest Association of Colleges and Schools;
- Southern Association of Colleges and Schools; or
- Western Association of Schools and Colleges

Assistant Animal Control Officers upon the completion of their initial probationary period who successfully complete both Levels I and II of training offered or certified by the National Animal Control Association shall receive an additional 1.5% based on the employee's pay rate, which will be paid in the same manner as educational incentives are currently paid under this Appendix. Assistant Animal Control officers shall also be eligible for educational incentives as set forth above, not including the incentive for a Post Graduate Degree or Certificate. Any such incentives earned shall be in lieu of the 1.5% increase under this paragraph.

APPENDIX B
CLASSIFICATION AND WEEKLY PAY RANGES, PUBLIC SAFETY SERIES

CODE /CLASSIFICATION	EFFECTIVE DATE	BASE	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
5009 PARKING CONTROLLER	7/1/2010	553.75	581.00	609.25	636.75	665.00
	7/1/2012	563.44	591.17	619.91	647.89	676.64
	1/1/2013	573.30	601.52	630.76	659.23	688.48
	7/1/2013	583.33	612.05	641.80	670.77	700.55
	1/1/2014	593.54	622.76	653.03	682.51	712.79
	7/1/2014	614.31	644.56	675.89	706.40	737.74
	7/1/2015	632.74	663.90	696.17	727.59	759.87

CODE /CLASSIFICATION	EFFECTIVE DATE	BASE	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
5001 POLICE MATRON	7/1/2010	821.75	862.75	904.25	944.75	990.00
	7/1/2012	836.13	877.85	920.07	961.28	1,007.33
	1/1/2013	850.76	893.21	936.17	978.10	1,024.96
	7/1/2013	865.65	908.84	952.55	995.22	1,042.90
	1/1/2014	880.80	924.74	969.22	1,012.64	1,061.15
	7/1/2014	911.63	957.11	1,003.14	1,048.08	1,098.29
	7/1/2015	938.98	985.82	1,033.23	1,079.52	1,131.24

APPENDIX B
CLASSIFICATION AND WEEKLY PAY RANGES, PUBLIC SAFETY SERIES

CODE /CLASSIFICATION	EFFECTIVE DATE	BASE	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
5097 ASSISTANT ANIMAL CONTROL OFFICER	7/1/2010	821.75	862.75	904.25	944.75	990.00
	7/1/2012	836.13 1.50% N/A	877.85 N/A	920.07 933.87	961.28 975.70	1,007.33 1,022.44
		2.50% N/A	899.80	943.07	985.31	1,032.51
		5.00% N/A	921.74	966.07	1,009.34	1,057.70
	1/1/2013	850.76 1.50% N/A	893.21 906.61	936.17 950.21	978.10 992.77	1,024.96 1,040.33
		2.50% N/A	915.54	959.57	1,002.55	1,050.58
		5.00% N/A	937.87	982.98	1,027.01	1,076.21
	7/1/2013	865.65 1.50% N/A	908.84 922.47	952.55 966.84	995.22 1,010.15	1,042.90 1,058.54
		2.50% N/A	931.56	976.36	1,020.10	1,068.97
		5.00% N/A	954.28	1,000.18	1,044.98	1,095.05
	1/1/2014	880.80 1.50% N/A	924.74 938.61	969.22 983.76	1,012.64 1,027.83	1,061.15 1,077.07
		2.50% N/A	947.86	993.45	1,037.96	1,087.68
		5.00% N/A	970.98	1,017.68	1,063.27	1,114.21
	7/1/2014	911.63 1.50% N/A	957.11 971.47	1,003.14 1,018.19	1,048.08 1,063.80	1,098.29 1,114.76
		2.50% N/A	981.04	1,028.22	1,074.28	1,125.75
		5.00% N/A	1,004.97	1,053.30	1,100.48	1,153.20
	7/1/2015	938.98 1.50% N/A	985.82 1,000.61	1,033.23 1,048.73	1,079.52 1,095.71	1,131.24 1,148.21
		2.50% N/A	1,010.47	1,059.06	1,106.51	1,159.52
		5.00% N/A	1,035.11	1,084.89	1,133.50	1,187.80

APPENDIX B
CLASSIFICATION AND WEEKLY PAY RANGES, PUBLIC SAFETY SERIES

CODE/CLASSIFICATION	EFFECTIVE DATE	COLLEGE	RECRUIT	BASE	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
5011 POLICE OFFICER	7/1/2010	731.50 N/A N/A	839.00 N/A N/A	889.75 912.00 934.25	934.00 957.25 980.75	988.75 1,013.50 1,038.25	1,122.75 1,150.75 1,179.00	1,203.00 1,233.00 1,263.25	
Officers assigned to the 4/10 work schedule whose work day commences at 07:00 shall receive a 2.5% increase in their pay rate									
	7/1/2012	744.30 N/A N/A N/A	853.68 N/A N/A N/A	905.32 927.95 950.59 973.22	950.35 974.11 997.87 1,021.63	1,006.05 1,031.20 1,056.35 1,081.50	1,142.40 1,170.96 1,199.52 1,228.08	1,224.05 1,254.65 1,285.25 1,315.85	
Officers assigned to the 4/10 work schedule whose work day commences at 17:00 shall receive a 5% increase in their pay rate									
	1/1/2013	757.33 N/A N/A N/A	868.62 N/A N/A N/A	921.16 944.19 967.22 990.25	966.98 991.15 1,015.33 1,039.50	1,023.66 1,049.25 1,074.84 1,100.43	1,162.39 1,191.45 1,220.51 1,249.57	1,245.47 1,276.61 1,307.74 1,338.88	
	7/1/2013	770.58 N/A N/A N/A	883.82 N/A N/A N/A	937.28 960.71 984.14 1,007.58	983.90 1,008.50 1,033.10 1,057.69	1,041.57 1,067.61 1,093.65 1,119.69	1,182.73 1,212.30 1,241.87 1,271.43	1,267.27 1,298.95 1,330.63 1,362.32	
	1/1/2014	784.07 N/A N/A N/A	899.29 N/A N/A N/A	953.68 977.52 1,001.36 1,025.21	1,001.12 1,026.15 1,051.18 1,076.20	1,059.80 1,086.30 1,112.79 1,139.29	1,203.43 1,233.52 1,263.60 1,293.69	1,289.45 1,321.69 1,353.92 1,386.16	
	7/1/2014	811.51 N/A N/A N/A	930.77 N/A N/A N/A	987.06 1,011.74 1,036.41 1,061.09	1,036.16 1,062.06 1,087.97 1,113.87	1,096.89 1,124.31 1,151.73 1,179.16	1,245.55 1,276.69 1,307.83 1,338.97	1,334.58 1,367.94 1,401.31 1,434.67	
	7/1/2015	835.86 N/A N/A N/A	958.69 N/A N/A N/A	1,016.67 1,042.09 1,067.50 1,092.92	1,067.24 1,093.92 1,120.60 1,147.28	1,129.80 1,158.05 1,186.29 1,214.54	1,282.92 1,314.99 1,346.07 1,379.14	1,374.62 1,408.99 1,443.35 1,477.72	

APPENDIX B
CLASSIFICATION AND WEEKLY PAY RANGES, PUBLIC SAFETY SERIES

CODE /CLASSIFICATION	EFFECTIVE DATE	COLLEGE	BASE	1ST YEAR	2ND YEAR
5011 POLICE OFFICER ON SPECIAL ASSIGNMENT/DETECTIVE	7/1/2010		1,181.00 1,210.50 1,240.00	1,258.25 1,289.75 1,321.25	1,312.75 1,345.50 1,378.50
	7/1/2012		1,201.67 1,231.71 1,261.75 1,291.80	1,280.27 1,312.28 1,344.28 1,376.29	1,335.72 1,369.11 1,402.51 1,435.90
	1/1/2013		1,222.70 1,253.27 1,283.84 1,314.40	1,302.67 1,335.24 1,367.80 1,400.37	1,359.10 1,393.08 1,427.06 1,461.05
	7/1/2013		1,244.10 1,275.20 1,306.31 1,337.41	1,325.47 1,358.61 1,391.74 1,424.88	1,382.88 1,417.45 1,452.02 1,486.60
	1/1/2014		1,265.87 1,297.52 1,329.16 1,360.81	1,348.67 1,382.39 1,416.10 1,449.82	1,407.08 1,442.26 1,477.43 1,512.61
	7/1/2014		1,310.18 1,342.93 1,375.69 1,408.44	1,395.87 1,430.77 1,465.66 1,500.56	1,456.33 1,492.74 1,529.15 1,565.55
	7/1/2015		1,349.49 1,383.23 1,416.96 1,450.70	1,437.75 1,473.69 1,509.64 1,545.58	1,500.02 1,537.52 1,575.02 1,612.52

APPENDIX B
CLASSIFICATION AND WEEKLY PAY RANGES, PUBLIC SAFETY SERIES

CODE /CLASSIFICATION	EFFECTIVE DATE	COLLEGE	BASE	1ST YEAR
5031 POLICE SERGEANT	7/1/2010		1,370.50	1,396.50
Sergeants assigned to the 4/10 work schedule whose work day commences at 07:00 shall receive a 2.5% increase in their pay rate. Not including investigative personnel.	7/1/2012	2.50% 5.00%	1,404.75 1,439.00	1,431.50 1,466.25
Sergeants assigned to the 4/10 work schedule whose work day commences at 17:00 shall receive a 5% increase in their pay rate. Not including investigative personnel.	1/1/2013	2.50% 5.00% 7.50%	1,394.48 1,429.34 1,464.20 1,499.07	1,420.94 1,456.46 1,491.99 1,527.51
	7/1/2013	2.50% 5.00% 7.50%	1,418.88 1,454.35 1,489.82 1,525.30	1,445.81 1,481.96 1,518.10 1,554.25
	1/1/2014	2.50% 5.00% 7.50%	1,443.71 1,479.80 1,515.90 1,551.99	1,471.11 1,507.89 1,544.67 1,581.44
	7/1/2014	2.50% 5.00% 7.50%	1,468.97 1,505.69 1,542.42 1,579.14	1,496.85 1,534.27 1,571.69 1,609.11
	7/1/2015	2.50% 5.00% 7.50%	1,520.38 1,558.39 1,596.40 1,634.41	1,549.24 1,587.97 1,626.70 1,665.43
			1,565.99 1,605.14 1,644.29 1,683.44	1,595.72 1,635.61 1,675.51 1,715.40

APPENDIX B
CLASSIFICATION AND WEEKLY PAY RANGES, PUBLIC SAFETY SERIES

CODE /CLASSIFICATION	EFFECTIVE DATE	COLLEGE	BASE	5%	1ST YEAR	5%
5041 POLICE LIEUTENANT	7/1/2010	2.50% 5.00%	1,468.50 1,580.50 1,619.00	1,542.00 1,580.50 1,619.00	1,534.25 1,648.00 1,688.25	1,607.75 1,648.00 1,688.25
	7/1/2012	2.50% 5.00% 7.50%	1,494.20	1,568.91 1,608.13 1,647.36 1,686.58	1,561.10	1,635.81 1,676.71 1,717.60 1,758.50
	1/1/2013	2.50% 5.00% 7.50%	1,520.35	1,596.37 1,636.28 1,676.19 1,716.10	1,588.42	1,664.44 1,706.05 1,747.66 1,789.27
	7/1/2013	2.50% 5.00% 7.50%	1,546.96	1,624.31 1,664.92 1,705.53 1,746.13	1,616.22	1,693.57 1,735.91 1,778.25 1,820.59
	1/1/2014	2.50% 5.00% 7.50%	1,574.03	1,652.73 1,694.05 1,735.37 1,776.68	1,644.50	1,723.20 1,766.28 1,809.36 1,852.44
	7/1/2014	2.50% 5.00% 7.50%	1,629.12	1,710.58 1,753.34 1,796.11 1,838.87	1,702.06	1,783.52 1,828.11 1,872.70 1,917.28
	7/1/2015	2.50% 5.00% 7.50%	1,677.99	1,761.89 1,805.94 1,849.98 1,894.03	1,753.12	1,837.02 1,882.95 1,928.87 1,974.80

APPENDIX B
CLASSIFICATION AND WEEKLY PAY RANGES, PUBLIC SAFETY SERIES

CODE /CLASSIFICATION	EFFECTIVE DATE	COLLEGE	BASE	5%	1ST YEAR	5%
5051 POLICE CAPTAIN	7/1/2010	2.50% 5.00%	1,705.50	1,791.00 1,835.75 1,880.50	1,770.75	1,856.00 1,902.50 1,948.75
	7/1/2012	2.50% 5.00% 7.50%	1,735.35	1,822.12 1,867.67 1,913.23 1,958.78	1,801.74	1,888.51 1,935.72 1,982.94 2,030.15
	1/1/2013	2.50% 5.00% 7.50%	1,765.72	1,854.01 1,900.36 1,946.71 1,993.06	1,833.27	1,921.56 1,969.60 2,017.64 2,065.68
	7/1/2013	2.50% 5.00% 7.50%	1,796.62	1,886.45 1,933.61 1,980.77 2,027.93	1,865.35	1,955.18 2,004.06 2,052.94 2,101.82
	1/1/2014	2.50% 5.00% 7.50%	1,823.06	1,919.46 1,967.45 2,015.43 2,063.42	1,897.99	1,989.39 2,039.12 2,088.86 2,138.59
	7/1/2014	2.50% 5.00% 7.50%	1,892.04	1,986.64 2,036.31 2,085.97 2,135.64	1,964.42	2,059.02 2,110.50 2,161.97 2,213.45
	7/1/2015	2.50% 5.00% 7.50%	1,948.80	2,046.24 2,097.40 2,148.55 2,199.71	2,023.35	2,120.79 2,173.81 2,226.83 2,279.85

APPENDIX C – HEALTH BENEFIT/COVERAGES MATRIX

BENEFIT	IN NETWORK	OUT OF NETWORK
COST SHARES	<p>In-Network services subject to co-pays</p> <p>\$20 Co-pay – Office Visit \$50 Copay – Emergency Room \$100.00 Per Out Patient Services \$200.00 Per Inpatient Admission</p> <p>Lifetime Maximum In-Network – Unlimited</p>	<p><i>Out of Network services subject to deductible and coinsurance</i></p> <p><i>Deductible - \$300/\$600/\$600</i></p> <p><i>Coinsurance – 80%/20% to \$5,000/\$10,000/\$10,000</i></p> <p><i>Cost Share Maximum \$1,300/\$2,600/\$2,600</i></p> <p><i>Lifetime Maximum Out-of-Network - Unlimited</i></p>
PREVENTIVE CARE		
Pediatric	<p>No Schedule No Co-pay</p> <p>Health Care Reform Act</p>	<p><i>20% after annual deductible</i></p> <p>No Schedule No Co-pay</p> <p>Health Care Reform Act</p>
Adult	<p>No Schedule No Co-pay</p> <p>Health Care Reform Act</p>	<p><i>20% after annual deductible</i></p> <p>No Schedule No Co-pay</p> <p>Health Care Reform Act</p>
Vision	<p>No Co-pay</p> <p>Covered once every year (includes refraction)</p>	<p><i>20% after annual deductible</i></p> <p><i>Covered once every year</i></p>
Hearing	<p>No Co-pay</p> <p>Covered once every year</p>	<p><i>20% after annual deductible</i></p> <p><i>Covered once every year</i></p>
MEDICAL SERVICES		
Medical Office Visit	\$20 Co-pay	<i>20% after annual deductible</i>
Outpatient Physical Therapy Occupational Therapy Chiropractic Therapy Speech Therapy	<p>Chiropractic \$20 Co-pay Speech Therapy \$20 Co-pay Physical & Occupational Therapy No Co-pay</p> <p>All services subject to Treatment Planning Maximum 50 combined treatments Excess over maximum visits will be paid as out of network</p>	<p><i>20% after annual deductible</i></p> <p><i>Subject to Treatment Plan</i></p>
Allergy Services	\$20 Co-pay for Office visits and Testing No copay for Injections	<i>20% after annual deductible</i>

APPENDIX C – HEALTH BENEFIT/COVERAGES MATRIX

BENEFIT	IN NETWORK	OUT OF NETWORK
Diagnostic Lab & X-ray	Covered	<i>20% after annual deductible</i>
Inpatient Medical Services	Covered \$200.00 per Admission Co-pay	<i>20% after annual deductible</i>
Surgery Fees	Covered	<i>20% after annual deductible</i>
Office Surgery	Covered	<i>20% after annual deductible</i>
Outpatient Mental Health	\$20 Co-pay	<i>20% after annual deductible</i>
EMERGENCY CARE		
Emergency Room	\$50 Copay Non- Emergency use of the Emergency Room will be covered as Out of Network	<i>\$50 Co-pay 20% after annual deductible</i>
Urgent Care	\$25 Copay at participating facilities according to Urgent Care Guidelines	<i>20% after annual deductible</i>
Ambulance	Covered in Full – Land Covered in Full – Air	<i>20% after annual deductible</i>
INPATIENT HOSPITAL		
General/Medical Surgery/ Maternity (Semi-Private)	Covered – Unlimited \$200.00 Per Admission Co-pay NOTE All Hospital Admissions require pre-cert \$200.00 / 25% Non-Compliance Penalty	<i>20% after annual deductible</i>
Ancillary Services (Medication, Supplies)	Covered	<i>20% after annual deductible</i>
Psychiatric	Covered \$200 per Admission Co-pay	<i>20% after annual deductible</i>
Substance Abuse / De-tox	Covered \$200 Per Admission Co-pay	<i>20% after annual deductible</i>
Rehabilitative	Covered up to 60 days per Calendar Year \$200 per Admission Co-pay	<i>20% after annual deductible</i>
Skilled Nursing Facility	Covered up to 120 days per Calendar Year \$200 per Admission Co-pay if not admitted from inpatient hospital	<i>20% after annual deductible Covered up to 120 Days per Calendar Year</i>

APPENDIX C – HEALTH BENEFIT/COVERAGES MATRIX

BENEFIT	IN NETWORK	OUT OF NETWORK
Hospice	Covered for last Six Months of Life	<i>20% after annual deductible Covered for last Six Months of Life</i>
OUTPATIENT HOSPITAL Outpatient Surgery Facility Charges	\$100.00 Co-pay	<i>20% after annual deductible</i>
Diagnostic Lab & X Ray	Covered	<i>20% after annual deductible</i>
Pre-Admission Testing	Covered	<i>20% after annual deductible</i>
OTHER SERVICES Durable Medical Equipment Prosthetics	Covered in Full	<i>20% after annual deductible</i>
Home Health Care	200 Visits per Calendar Year	<i>20% after annual deductible 200 Visits per Calendar Year</i>
Prescription Drugs	Managed Three Tier Rx Plan (Mandatory Generic)* \$5/\$15/\$25 30 Day Only Retail Supply 90 Day Supply Mail Order Only 1x Mail Order Co-Pay \$0 Generic *When a generic is available, but the pharmacy dispenses the brand name medication for any reason, you will pay the difference between the brand-name medication and the generic plus the brand co-payment	<i>20% after annual deductible</i>

*The Plan does not provide Lasik Surgery for dependents.

**The Plan has a \$1,000 maximum on Breast Implant Removal.

***The Plan excludes Rogaine & Nicorette.

****The Plan excludes sex change operations.

APPENDIX C – HEALTH BENEFIT/COVERAGES MATRIX

FULL SERVICE DENTAL PLAN

SERVICE / BENEFIT	IN NETWORK*	OUT OF NETWORK**
ORAL EXAMINATIONS	COVERED IN FULL	<i>Dentist usual charge or applicable allowance for the procedure</i>
PERIAPICAL AND BITEWING X-RAYS	COVERED IN FULL	<i>Dentist usual charge or applicable allowance for the procedure</i>
TOPICAL FLUORIDE APPLICATIONS	UNDER 19 COVERED	<i>Dentist usual charge or applicable allowance for the procedure</i>
PROPHYLAXIS, INCLUDING CLEANING, SCALING, AND POLISHING	COVERED IN FULL	<i>Dentist usual charge or applicable allowance for the procedure</i>
REPAIR OF DENTURES	COVERED IN FULL	<i>Dentist usual charge or applicable allowance for the procedure</i>
ROUTINE FILLINGS CONSISTING OF SILVER AMALGAM AND TOOTH COLOR MATERIALS; INCLUDING STAINLESS STEEL CROWNS (PRIMARY TEETH)	COVERED IN FULL	<i>Dentist usual charge or applicable allowance for the procedure</i>
SIMPLE EXTRACTIONS	COVERED IN FULL	<i>Dentist usual charge or applicable allowance for the procedure</i>
ENDODONTICS - INCLUDING PULPOTOMY, DIRECT PULP, DIRECT PULP CAPPING AND ROOT CANAL THERAPY (EXCLUDING RESTORATION)	COVERED IN FULL	<i>Dentist usual charge or applicable allowance for the procedure</i>
PALLIATIVE EMERGENCY TREATMENTS	COVERED IN FULL	<i>Dentist usual charge or applicable allowance for the procedure</i>
INLAYS (not part of bridge) ¹¹ ONLAYS (not part of bridge) ¹¹ CROWN (not part of bridge) ¹¹ SPACE MAINTAINERS ORAL SURGERY CONSISTING OF FRACTURE AND DISLOCATION TREATMENT, DIAGNOSIS AND TREATMENT OF CYST AND ABSCESS, SURGICAL EXTRACTIONS AND IMPACTION APICOECTOMY	LESSER OF: 50% OF DENTIST USUAL CHARGE OR 50% OF THE USUAL,CUSTOMARY AND REASONABLE CHARGE COVERED	<i>LESSER OF 50% Dentist usual charge or 50% OF applicable allowance for the procedure</i>
PERIODONTAL SERVICES: GINGIVAL CURETTAGE GINGIVECTOMY AND GINGIVOPLASTY OSSEOUS SURGERY, INCLUDING FLAP ENTRY AND CLOSURE	LESSER OF: 50% OF DENTIST USUAL CHARGE OR 50% OF THE USUAL,CUSTOMARY AND REASONABLE CHARGE.	<i>LESSER OF 50% Dentist usual charge or 50% OF applicable allowance for the procedure MAXIMUM OF \$500.00 PER PERSON PER YEAR</i>

APPENDIX C – HEALTH BENEFIT/COVERAGES MATRIX

MUCOGINGIVOPLASTIC SURGERY MANAGEMENT OF ACUTE INFECTION AND ORAL LESIONS	MAXIMUM OF \$500.00 PER PERSON PER YEAR	
ORTHODONTIC SERVICES: HANDICAPPING MALOCCLUSION FOR A MEMBER UNDER AGE 19, CONSISTING OF THE INSTALLATION OF ORTHODONTIC APPLIANCES AND ORTHODONTIC TREATMENTS CONCERNED WITH THE REDUCTION OF AN EXISTING MALOCCLUSION THROUGH THE CORRECTION OF MALPOSED TEETH	LESSER OF: 60% OF DENTIST USUAL CHARGE OR 60% OF THE USUAL,CUSTOMARY AND REASONABLE CHARGE. MAXIMUM \$1600.00 PER PERSON LIFETIME	LESSER OF: 60% OF DENTIST USUAL CHARGE OR 60% OF THE USUAL,CUSTOMARY AND REASONABLE CHARGE MAXIMUM \$1600.00 PER PERSON LIFETIME

FULL SERVICE DENTAL PLAN

*** Participating Dentist Benefits (In Network)**

Dentist who participate in the network agree to accepted the allocated allowance for described services as full payment and may not bill the member for any additional charges except for the remaining coinsurance.

**** Non Participating Dentist Benefits (Out of Network)**

The Dentist usual charge or applicable allowance for the procedure determined by the plan carrier will be paid. The member is responsible for any difference between the amount paid and the fee charged by the Dentist.

Plan Service Restrictions

¹ Payment for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth as determined by the carrier.

Replacement will not be paid if provided less than five (5) years following a placement or replacement which was covered with this plan. The plan will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

² For fixed bridges, plan will pay for the replacement of missing teeth and for one tooth on either side or two teeth on one side of the replacement. Payment will not be paid for a denture or bridge replacement which is provided less than five (5) years following a placement or replacement which was covered under the plan. Plan will not pay for crowns splinted together for any reason.

APPENDIX D

LAYOFF

For the purpose of this Appendix, Seniority shall mean total length of service in the Police Department as defined in Section 3.8.

- A. When a layoff is necessary within a particular classification, the member with the least seniority in the job classification shall be the first laid off, except as provided below. Such member may exercise his or her seniority in the next lower classification until the classification of Police Officer is reached. Thereafter, the first person laid off shall be the individual with the least department-wide seniority; provided, however: (1) When any classification in the bargaining unit is affected by a proposed lay off, the City shall have the right to exempt a number not to exceed ten percent (10%) of the employees in each classification, rounded to the nearest whole number; (2) for purposes of layoff, Police Officers assigned to detective, juvenile, traffic accident or ID work, or assigned in any other plainclothes capacity shall be grouped with uniformed Police Officers; and (3) no employee shall have a right to exercise seniority in any classification in which he or she has not previously been employed.
- B. An employee laid off from a particular classification shall have the right of recall within that classification by seniority for three (3) years following layoff provided the employee is able to perform the duties of the job. A recalled officer must meet the minimum POSTC certification requirements to serve as a certified officer. Employees on the recall list shall have precedence over other employees or applicants on promotional lists or open competitive lists. The City will give two (2) weeks notice to the employee at his or her last known address regarding the vacancy in said classification by certified mail, return receipt requested. The employee so notified must inform the Chiefs Office of his or her desire to return to that classification within one (1) week of his or her receipt of notification.

APPENDIX E
OUTLINE OF PENSION PROVISIONS FOR POLICE OFFICERS
CITY OF HARTFORD
UNDER MUNICIPAL EMPLOYEES' RETIREMENT FUND

- A. **MEMBERSHIP.** All Police Officers who entered the employ of the City after April 30, 1947 are enrolled as members of the Municipal Employees' Retirement Fund (The MERF Plan).
- B. **MEMBER CONTRIBUTIONS.** Contributions equal to eight percent (8%) of total earnings are deducted from each paycheck and are credited to the member's account in the MERF fund for Police Officers hired before July 1, 1999. Contributions equal to six and one-half percent (6.5%) of total earnings are deducted from each paycheck and are credited to the member's account in the MERF fund for Police Officers hired on or after July 1, 1999. The City will implement a Section 414 (h) as outlined by the IRS Plan for pension contributions.

NOTE:

Employees in job classifications requiring a contribution rate of less than seven percent (7%) as of July 1, 1985 are not covered by the provisions described in the Appendix.

- C. **CITY'S CONTRIBUTIONS.** The City pays the balance of the annual costs needed to maintain the fund on a sound basis, as determined by periodic actuarial studies.
- D. **BENEFITS PAYABLE TO POLICE OFFICERS.**

Benefits payable to Police Officers hired before July 1, 1999:

- 1. Employees commencing retirement on or after July 1, 1994 will receive a pension based on two and sixty-five one hundredths percent (2.65%) of final average pay for each whole year of service for the first twenty (20) years of continuous service, and the following table for each whole year of continuous service thereafter to a maximum of seventy percent (70%) of final average pay. The foregoing shall be subject to the provisions of Sections E and N herein. The maximum of the seventy percent (70%) of final average pay shall be subject to the provisions of Section 3.6, Section 8.

<u>YEAR</u>	<u>PERCENTAGE</u>
21	56%
22	58%
23	60%
24	62%
25	64%
26	65%
27	66%
28	67%
29	68%
30	69%
31	70%

- 2. Normal retirement is after twenty (20) years of continuous service.
- 3. Final average pay shall mean the average annual rate of pay for the highest three (3) years of the employee's earnings during the last five (5) years of service immediately preceding retirement.
- 4. Final average pay shall include total earnings including overtime, private duty work and longevity pay.
- 5. Social security benefits and/or payments are not included in this plan.

Benefits payable to Police Officers hired after July 1, 1999, but prior to July 1, 2012:

1. The employee contribution rate to the pension fund will be six and one-half percent (6.5%) of total earnings.
2. Service retirements will be based upon two and one-half percent (2.5%) of final average pay for each whole year of service for the first twenty (20) years and two percent (2%) of final average pay for each whole year of service thereafter, to a maximum of seventy percent (70%) of final average earnings as defined in Paragraph 4.
3. Normal retirement age shall be twenty-five (25) years of service. Employees shall be vested after ten (10) years of continuous service. An employee who vests his or her pension and leaves the service of the City and leaves his or her contributions in the fund will be entitled to file an application for retirement benefits and thereafter collect pension benefits commencing on the date he or she would have reached his or her normal retirement date.
4. Final average pay will be computed on the basis of the employee's highest three (3) of the last five (5) years of regular earnings, exclusive of overtime and private duty pay, added to a figure for overtime and private duty which is based on the employee's total overtime and private duty hours averaged over the employee's last twenty-five (25) years of service or actual years of service, whichever is less.
5. Social Security benefits shall not be included in this plan.
6. Military Service Credit. Any bargaining unit member who served in the active service of any branch of the armed forces of the United States during any part of the times set forth in Section 27-103 of the General Statutes may purchase credit for up to four (4) years of that military service. Such credit shall be purchased at the rate payable at the time of the member's entry into city service, with interest at the rate of seven percent (7%) per annum. The period of such service for which the member receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance, provided such member shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford, or shall be retired prior thereto due to disability incurred in the course of his or her employment. This provision shall not be used to establish eligibility for retirement allowances but shall be used as additional service credits for members who are qualified or become qualified for normal or disability retirement allowances. Each additional year of credited service purchased pursuant to this subsection shall be equal to two and one-half percent (2.5%) of final average pay. Employees hired on or after July 1, 1999 shall not be permitted by the terms of this subsection to exceed the seventy percent (70%) maximum of their final average pay.
7. Effective upon the approval of the 2010-2016 Agreement, Post July 1, 1999 employees may elect to transfer to the pension benefits provided to Post July 1, 2012 employees as outlined below, provided that they shall have no minimum age requirement for normal retirement eligibility (refer to Paragraph 3 above), their contribution rate increases to eight percent (8%) effective the first pay period in July 2012, and their previous pension benefits as provided above shall not be transferable to the newly elected pension plan. Said election must be made by July 1, 2012 and is irrevocable.

Benefits payable to Police Officers hired on or after July 1, 2012:

1. Members' contribution rate to the pension fund will be nine and one half percent (9.5%) of total earnings exclusive of private duty earnings.
2. Service retirements will be based upon two and eight tenths percent (2.8%) of the officer's final average pay for each whole year of service for the first twenty (25) years and two and one half percent (2.5%) for each whole year of service thereafter, to a maximum of eighty percent (80%) of final average pay as defined in paragraph (4)below.
3. Normal retirement shall be twenty-five (25) years of service and a minimum age of fifty-five (55). Employees shall be vested after ten (10) years of continuous service. An employee who vests his or her

pension and leaves the service of the City and leaves his or her contributions in the fund will be entitled to file an application for retirement benefits and thereafter collect pension benefits commencing on the date he or she would have reached his or her normal retirement date.

4. Final average pay will be computed on the basis of the employee's rate of pay immediately preceding retirement, (rate of pay will be computed as the hourly rate multiplied by 40 hours then multiplied by 52 weeks) added to a figure for overtime which is based on the employee's total overtime hours averaged over the employee's highest three (3) of the last five (5) years. Private duty hours worked shall not be included in this calculation. In the event an employee experiences a reduction in rank, the rate of pay is based upon the final rate of pay at the employee's highest growth step of the highest rank held by the employee within two (2) years immediately preceding the start of the employee's retirement.
5. Social Security benefits shall not be included in this plan.
6. Military Service Credit. Any bargaining unit member who served in the active service of any branch of the Armed Forces of the United States during any part of the times set forth in Section 27-103 of the General Statutes may purchase credit for up to four (4) years of that military service. Such credit shall be purchased at the rate payable at the time of the member's entry into city service, with interest at the rate of seven percent (7%) per annum. The period of such service for which the member receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance, provided such member shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford, or shall be retired prior thereto due to disability incurred in the course of his or her employment. This provision shall not be used to establish eligibility for retirement allowances but shall be used as additional service credits for members who are qualified or become qualified for normal or disability retirement allowances. Each additional year of credited service purchased pursuant to this subsection shall be equal to two and one-half percent (2.5%) of final average pay. Employees hired on or after July 1, 2012 shall not be permitted by the terms of this subsection to exceed the eighty percent (80%) maximum of their final average pay.

E. BENEFITS FOR EMPLOYEES LISTED BELOW.

1. For the individuals listed below who are presently above the maximum of seventy percent (70%) of final average pay and/or will reach the maximum during the life of the Agreement, their pensions shall be based upon the following requirements:
 - a. Normal retirement is after twenty (20) years of continuous service.
 - b. Pensions will be based on two and one-half percent (2.5%) of final average pay for each whole year of service for the first twenty (20) years of continuous service and two percent (2%) of final average pay for each whole year of service thereafter.
 - c. Final average pay shall mean the average annual rate of pay for the highest three (3) years of the employee's earnings during the last five (5) years of service immediately preceding retirement.
 - d. Final average pay shall include total earnings including overtime, private duty work and longevity pay.
 - e. Effective July 1, 1988, J. Chrystal shall receive a four percent (4%) increase to his or her service retirement credit existing under Section b on that date. On his or her next anniversary date of continuous service he or she shall receive a two percent (2%) increase. On the succeeding anniversary date of continuous service he or she shall receive a two percent (2%) increase to a maximum of seventy percent (70%) of final average pay.
 - f. Effective July 1, 1988, M. Conroy, R. Sheldon, D. Healey, E. Cahill and J. Rucci shall receive a four percent (4%) increase to their service retirement credit existing under Section b on that date. On their next anniversary date of continuous service they shall receive a two percent (2%) increase, which shall be the maximum percentage of final average pay for these employees.

F. PENSIONS PAYABLE TO DISABLED MEMBERS. Subject to the approval of the Pension Commission, retirement allowances are payable to any member who becomes permanently disabled in accordance with the following provisions:

1. For Permanent and total disability arising out of and in the course of employment as defined in the Workers' Compensation Act, irrespective of the length of service. When a member becomes so incapacitated from engaging in any gainful employment his or her pension is determined as one hundred percent (100%) of his or her annual pay at the time of his or her disability less any weekly benefits received under the Workers' Compensation Act.
2. For service-connected permanent partial disability, arising as defined in Paragraph A above, which reduces by ten percent (10%) or more the income which the member can derive from gainful employment, irrespective of the length of service.

The member's pension, which is called a special disability allowance, is determined as fifty percent (50%) of his or her annual pay at the time of disability provided he or she has completed fifteen (15) or more years of continuous service. On and after the employee's twentieth (20th) year of continuous service, the employee will receive a special disability allowance in accordance with the normal retirement benefits as set forth in Section D and/or E.

If the member has less than fifteen (15) years of service and suffers an injury prior to July 1, 1986 which results in disability, his or her initial special disability allowance amounting to fifty percent (50%) of his or her annual pay at the time of disability is subject to reduction for a portion of his or her subsequent earnings from other employment as follows: The amount of such a reduction is limited to fifty percent (50%) of the excess, if any, of the member's earnings from gainful employment, including any weekly payments received as workers' compensation, over seventy-five percent (75%) of the current rate of pay for a member of the same or corresponding grade. In any case the amount payable for partial disability is not to exceed the pension which would be payable for total disability.

If the member has less than fifteen (15) years of service and suffers an injury on or after July 1, 1986 which results in disability, his or her initial special disability allowance amounting to fifty percent (50%) of his or her annual pay at the time of disability shall be reduced by any income from gainful employment which, together with the special disability allowance, exceeds one hundred percent (100%) of the current rate of pay for an employee of the same or corresponding job classification held by the employee at the time of his or her retirement.

3. For non-service connected permanent and total disability arising after completion of at least five (5) years of continuous service. When a member becomes so incapacitated from engaging in any gainful employment, his or her pension is equal to two and sixty-five one hundredths percent (2.65%) of his or her final average pay multiplied by the number of whole years of service, and, or as calculated on the same basis as described in Sections D and/or E above for normal retirement allowances in the event the employee has reached his or her twentieth (20th) year of continuous service, except that a minimum pension equal to twenty-five percent (25%) of his or her final average pay is provided.
4. For non-service-connected permanent partial disability which reduces by ten percent (10%) or more the income which the member can derive from gainful employment and which arises after completion of at least ten (10) years of continuous service. The member's pension, which is called a special disability allowance, is equal to a specified percentage of his or her average pay, namely, two and sixty-five one hundredths percent (2.65%) multiplied by his or her whole years of service, but not less than twenty-five percent (25%) of his or her final average pay. In the event that the employee has reached his or her twentieth (20th) year of continuous service, non-service-connected permanent partial disability benefits shall be as set forth in Section D.

If the member has less than fifteen (15) years of service, his or her special disability allowance is determined each year by reducing his or her initial pension by the same specified percentage of the excess, if any, of the member's earnings from gainful employment over the amount of income which a Social Security beneficiary is entitled to earn without causing a reduction in his or her Social Security benefits.

G. VESTED RIGHTS. Employees who have completed ten (10) whole years of service are vested.

1. Vested employees retiring effective on or after July 1, 1988 except those listed in Section E shall receive two and sixty-five one hundredths percent (2.65%) for each whole year of service up to including their twentieth (20th) year of continuous service collectable upon the date he or she would normally have completed twenty (20) years of service, and shall receive the benefits equal to normal retirement benefits as set forth above each year thereafter up to a maximum of seventy percent (70%) of final average pay, payable commencing on the date of retirement.

H. REFUND OF MEMBER'S CONTRIBUTIONS UPON TERMINATION OF EMPLOYMENT (OTHER THAN BY DEATH). Upon termination of employment a member may request the refund without interest of his or her total contributions to the MERE fund. This request must be made at the time he or she leaves the service of the City, or within ten (10) years thereafter, and the refund payment will be made in full settlement of the member's rights if any, to vested pension or other benefits provided by the MERF plan.

I. DEATH BENEFITS PAYABLE TO SURVIVING SPOUSE AND CHILDREN. The pension benefits described below are payable to the member's widow (or widower) provided she or he was living with him or her at the time of his or her death, and provided she or he was married to him or her at the time of his or her retirement if death occurs after retirement, and to his or her qualified dependent children who are unmarried and under age eighteen (18), or over age eighteen (18) if incapacitated from engaging in gainful employment.

1. Where the cause of death does not arise out of and in the course of the member's employment as defined in the Workers' Compensation Act, the plan provides the spouse with an annual pension equal to twenty-five percent (25%) of the member's earnings during his or her last twelve (12) months of employment at full salary, payable monthly until death or remarriage. In addition, the plan provides a monthly pension of One Hundred Dollars (\$100.00) for the first qualified surviving child, plus Fifty Dollars (\$50.00) monthly for each additional qualified child, payable to the spouse if the children are in her care, or otherwise to their guardian. The total annual pension payments for the surviving spouse and children are not to exceed one hundred percent (100%) of the member's annual pay at the time of his or her death or retirement.
2. Where death occurs from a cause arising out of and in the course of his or her employment as defined in the Workers' Compensation Act. For such deaths before retirement, the plan provides the spouse with a pension equal to fifty percent (50%) of the member's annual pay at the time of death, payable monthly until her death or remarriage. In addition, the plan provides for each qualified surviving child who is unmarried and under age eighteen (18), or over age eighteen (18) if incapacitated from engaging in gainful employment, a pension equal to ten percent (10%) of such annual pay (increased to fifteen percent [15%] if there is no surviving spouse), but the total pensions for the spouse and children are limited to a maximum of seventy-five percent (75%) of the member's average annual pay for his or her final five (5) years of service. Such pension benefits for the surviving spouse and children are subject to reduction during their compensable period so that the total annual amount including weekly Workers' Compensation payments shall not exceed one hundred percent (100%) of the member's annual pay at the time of death. If death occurs after the member retires with a service-connected disability pension, similar pension benefits are payable to his or her survivors so long as they qualify for weekly Workers' Compensation benefits, the amounts of such pensions being based on the member's annual pay at the time of his or her retirement.

J. REFUND OF CONTRIBUTIONS PAYABLE TO THE NAMED BENEFICIARY OF A DECEASED MEMBER. This benefit, which is payable only if there is no spouse or child who qualifies for a survivor's pension, is equal to the member's total contributions without interest, less any pension payments made to him or her prior to his or her death. Also, upon termination of pension payments to the last qualified survivor (as described in Section I above), a refund is made of any excess of the member's contributions over the total pension payments made to the member and to his or her survivors. A member can designate his or her beneficiary for this benefit by completing a form, which he or she may obtain and file in the City Treasurer's Office.

K. CONTINUOUS SERVICE. In determining the member's qualification for pension benefits, periods of absence of not more than ninety (90) days in one (1) year are disregarded. Further, any absence of more than

ninety (90) days is not considered to break the continuity of service if caused by disability involving the regular attendance of a physician, or if authorized as a leave of absence by the Court of Common Council. However, such periods of absence are not included in determining the amount of the member's pension. After any other period of absence, a returning member may obtain credit for his or her previous service provided he or she repays any contributions previously withdrawn plus interest, but his or her eligibility for a retirement pension will require the completion often (10) years of continuous service following the date of his or her re-employment. There is no limit within which an employee must exercise the aforementioned right.

- L. ASSIGNMENTS PROHIBITED.** All pensions and benefits of the MERF plan are for the support of the member and his other qualified survivors. They are not subject to assignment and are exempt from the claim of creditors to the maximum extent permitted by law.
- M. PENSION BENEFITS FOR PARKING CONTROLLERS, POLICE MATRONS AND ASSISTANT ANIMAL CONTROL OFFICERS.** Parking controllers, police matrons and Assistant Animal Control Officers will receive pension benefits equivalent to non-bargaining unit civilian employees of the Hartford Police Department, except that a final average pay shall mean the average annual rate of pay for the highest three (3) years of the employee's earnings during the last five (5) years of service immediately preceding retirement. Final average pay shall include total annual earnings, including overtime, private duty work and longevity pay.
- N. MILITARY BUYBACK.** Effective July 1, 1987, an employee may purchase up to four (4) years of Military Service time for service in the Armed Forces of the United States for periods of service, any of which occurred during the periods set forth in Section 27-103 of the General Statutes of the State of Connecticut, at the rate payable at the time of entry into City service, with interest at the rate of seven percent (7%) per annum. The period of such service for which the employee receives credit shall be counted for the purpose of computing the amount of his or her retirement allowance provided such employee shall have completed ten (10) years of continuous service or fifteen (15) years of active aggregate service with the City of Hartford or shall be retired prior thereto, due to disability incurred in the course of his or her employment.
- O. PENSION LOCKOUT NOTICE.** There shall be a lockout on pension negotiation, and the pension benefits as provided in this Agreement, whether contained in Section 3.6, any appendices or Letters of Understanding or stated by reference to the City through contract negotiations, fact-finding, mediation, arbitration or otherwise pursuant to Connecticut General Statutes 7-467 to 7-477 until July 1, 2015, with the exception of the sick leave exchange provided for in Paragraph 8 of Section 3.6.

Pension benefits, improvements, or changes achieved and/or awarded through or by the Pension Commission or the Court of Common Council to the members of the Municipal Employees' Retirement Fund that would enhance these benefits are not affected by this provision and would not preclude the receiving of these benefits by employees except that the Pension Commission and/or the Court of Common Council cannot remove, alter or change in any way the lockout on pension negotiations stated herein or the pension provisions of this Agreement.

NOTICE

The above summary of pension benefits is not intended to include all rights or responsibilities of employees in regard to pension benefits. For further elaboration or descriptions of benefits and responsibilities, please consult the City Charter or MERF booklet in regards to pension for police officers and firefighters.

Also, please note that this Appendix does not describe the benefits of Assistant Animal Control Officers, Parking Controllers or Police Matrons who are covered under the MERF Pension Plan with Social Security benefits, except as indicated in Section M, herein.

APPENDIX F
PROMOTIONAL TEST SCHEDULE

It shall be the intent of the City to conduct promotional tests for Sergeant, Lieutenant and Captain in such a time frame that the maximum time between the exhaustion or expiration, including any extension granted by the Personnel Board, of one (1) list and the creation of a new list for the same class will not exceed one (1) year. This provision will not apply in the event a civil action is brought against the City for any such test.

APPENDIX G
BENEFIT OF SURVIVORS OF OFFICER(S)
KILLED IN THE LINE OF DUTY

Effective July 1, 1999, survivors and eligible dependents of employees who are killed in the line of duty, or employees who die while on-duty and while actively engaged on the street in a field operation, or employees who die while on-duty as a result of a physical altercation, shall receive the gross weekly salary of the aforementioned employee (including any increases to the employee's classification through the collective bargaining process) as though the deceased employee were still a current employee of the City.

In the event the surviving spouse and/or dependent child/children, as the case may be, apply for and receive weekly benefits under Connecticut General Statute 31-306, said benefits shall be set off against the gross weekly salary as set forth above; provided that any Federal and/or state income tax withholding will be applied only to the difference between the gross weekly salary and the weekly benefit under Connecticut General Statute 31-306.

This benefit shall be provided for the life of the surviving spouse, until such time as the spouse dies or remarries. In the case of a dependent child/children being the sole survivor(s), this benefit shall be provided until they reach age nineteen (19) or if a bona-fide student until age twenty-four (24).

The receipt of this benefit (i.e. gross weekly salary) does not create an employment contract or employment relationship between the recipient/recipients and the City of Hartford.

APPENDIX H **PERFORMANCE APPRAISALS**

Effective upon the signing of this Agreement, the Department will implement a Performance Appraisal System. Performance Appraisals shall be deemed as part of an employee's personnel file in accordance with Chapter 563a [Personnel Files] of the Connecticut General Statutes and maintained in each employee's personnel file.

It is agreed that the system is intended to provide an opportunity to promote subordinate / supervisor interaction, recognize outstanding performance, identify performance deficiencies and offer an opportunity for improvement and communicate employer/employee expectations and Departmental objectives.

The system shall provide for the opportunity of face-to-face employee response to the appraising supervisor and appeal of any appraisal to a supervisor at least one (1) rank above the original evaluating supervisor. Employees shall only be appraised by supervisors trained in the performance appraisal process, who are above their rank. No sworn employee below the rank of Captain shall be appraised by a non-sworn supervisor.

The Performance Appraisal System shall have no impact on contractually established rights, any pay rate within the employee's classification, pay range or growth increment.

APPENDIX I **DEPUTY CHIEFS**

The Chief of Police may assign, on a voluntary basis, no more than a total of six (6) Police Lieutenants and/or Captains to exempt, non-bargaining unit positions. Such assignments will be made at the sole discretion of the Chief and will be for durations as determined by the Chief of Police. Employees who accept such assignments will be compensated at a wage rate, which is no less than that of their permanent classification.

In consideration of this, five (5) Police Captains shall be appointed prior to August 15, 1994 and the positions authorized for Lieutenant shall be filled prior to January 1, 1995. These positions shall not be decreased to allow for the assigning of Deputy Chief.

Should the Chief elect to reassign a Deputy Chief to their prior classification, no bargaining unit member in that classification shall be supplanted or negatively impacted as the result of this reassignment.

APPENDIX J
PSYCHOLOGICAL EVALUATION

It is understood and agreed the Police Chief and the Union President will select five (5) mutually agreed psychotherapists to evaluate bargaining unit members who are identified by the Police Chief, as a result of personal misconduct or abnormal behavior, as being in need of psychological evaluation to determine fitness for duty as a police officer.

The City of Hartford will pay for any evaluation made pursuant to the terms of this memorandum and no member will be impacted negatively purely on the submission to this evaluation. Any bargaining unit member who refuses or fails to submit to an evaluation will be subject to disciplinary action up to and including discharge.

APPENDIX K **FOUR TEN-HOUR DAY WORK SCHEDULE**

The four (4) ten-hour day work schedule shall be made available as provided for in this Agreement. The specifics of the work schedule are as follows:

The workweek shall consist of four (4) consecutive ten-hour days followed by three (3) consecutive days off, except for normal scheduled day off rotations.

The day off schedule for Officers shall be three (3) sets of days off. They shall be Sunday/Monday/Tuesday; Tuesday/Wednesday/Thursday and Sunday/Friday/Saturday. These sets of days off shall rotate in reverse order every twenty-eight (28) days.

The workday for those employees assigned to this work schedule shall commence at 07:00 hours for the day shift or 17:00 hours for the night shift.

Employees assigned to this work schedule will have all accrued days converted to hours based on eight (8) hours for each accrued day or prorated portion thereof.

The accrual of holiday and leave time shall be based on an eight (8) hour day as it is provided for in Article V, Sections 5.1, 5.2, 5.3 and 5.4 of this Agreement.

All accrued time will be taken as a half-day or a full day in accordance with the accepted practice for holiday, vacation, and personal leave usage. For purposes of this Appendix, a half-day is defined as five (5) hours and a full day is defined as ten (10) hours. Compensatory time may be used on an hourly basis. All accrued time usage will be deducted on an hour for hour basis.

Employees working a holiday in accordance with Article V, Section 5.1 of this Agreement will at their option receive either ten (10) hours additional pay or ten (10) holiday compensatory hours.

Should an employee return to an eight-hour day assignment, all accrued time will be reconverted to days, other than compensatory hours. Any hours that will result in not being evenly divisible by four (4) will be added to the employee's compensatory hours.

No employee assigned to a ten hour day assignment, unless with the direct approval of the Chief of Police or his/her designee, shall work more than eighteen (18) hours in a day or eighteen (18) consecutive hours.

Employees assigned to this work schedule may have their schedule altered for training purposes. Employees who attend training that is less than ten (10) hours in a day may at their option elect to use two (2) hours compensatory time or report to their Commander to meet the ten-hour day requirement. Employees may also have their schedule altered for weeklong training sessions.

APPENDIX L
ASSIGNMENT OF STATE POLICE OFFICERS

Effective with the approval of this Agreement by the Hartford Court of Common Council, one (1) uniformed Hartford police officer will be assigned to work with each uniformed state police officer who is assigned to law enforcement activities within the City of Hartford and for each uniformed state police officer so assigned, an overtime position will be filled by a comparable bargaining unit member.

Whenever a plainclothes state police officer is assigned to law enforcement activities in the City of Hartford in joint operations such as ROCCY, SWNTS and similar, such officers will work with and/or in conjunction with plainclothes Hartford police officers. The assignments of such state police officers will not be used to supplant Hartford police officers.

It is understood and agreed that the terms and conditions of the settlement agreement of the unfair labor practice charge (MPP - 16,192) executed by the parties on May 9, 1994 have been fully met and complied with in the negotiations and agreements reached by the parties in the July 1, 1994 - June 30, 1996 Collective Bargaining Agreement. It is also understood and agreed that the Hartford Police Union and the City of Hartford will advise the State Board of Mediation and Arbitration of the voluntary settlement of the interim bargaining arbitration Case Number 9394-MBA-16 immediately following the approval of the July 1, 1994 - June 30, 1996 Collective Bargaining Agreement by the Hartford Court of Common Council.

APPENDIX M
DETENTION STAFFING

The Detention facility minimum staffing levels shall be maintained as follows throughout the life of this Agreement:

There shall be a minimum of a police sergeant, a police officer, and a police matron assigned to the Detention facility at all times. It is further recognized that the Detention facility supervisor shall, with the approval of the Commander overseeing the Detention facility, have the ability to increase staffing levels at times of increased volume in the Detention facility to assure the prompt processing of incarcerated individuals and enhanced officer safety.

When one (1) or more male persons are incarcerated within the Detention facility, there shall always be two (2) police officers present. This level may be met by the temporary assignment of any on duty personnel or the presence of the arresting officer. At no time shall a matron or a supervisor's presence be considered as meeting this requirement.

Matrons shall be expected to assist in the processing of all arrested persons, however it is recognized that opposite sex searches shall be prohibited. When a matron is unavailable a female police officer may serve in the capacity of a police matron.

Should the Hartford Police Department relocate its booking and/or Detention facilities in the future it is specifically understood that the parties to this Agreement will negotiate the staffing levels at the new facilities.

APPENDIX N **DRUG TESTING**

AGREEMENT, made this 12th day of December, 1991, by and between the City of Hartford and the Hartford Police Union, hereafter referred to as the parties.

WHEREAS, the parties, having recognized the dangers of drug use in the work environment of the Hartford Police Department, have reached an agreement concerning a drug testing and abuse policy, which has been identified as Hartford Police Department Order #8-33; and

WHEREAS, the parties are willing to implement this negotiated policy based upon the provisions of that Order and the terms and conditions of this Memorandum of Understanding; and

WHEREAS, both parties recognize that this entire policy could not be implemented without the agreement of the Hartford Police Union unless the issue was taken before the State Board of Mediation and Arbitration for final and binding arbitration; and

WHEREAS, the parties desire that this Memorandum of Understanding and drug testing policy will be binding between the parties without alteration or modification unless by mutual agreement between the parties and/or binding arbitration; should a section of this policy and/or this policy be deemed unconstitutional by state or Federal decision, both parties agree to immediately suspend this policy and meet in a timely manner to effectively rectify the policy to conform the state and/or Federal standards; and

WHEREAS, the Union's support of this policy is conditioned upon the signing of this Agreement.

NOW, THEREFORE, the parties agree to support and abide by the terms and conditions of this Agreement and Hartford Police Department Order #8-33 intending these as a benefit to all employees and members of the community.

DRUG TESTING POLICY

I. PURPOSE

The purpose of this policy is to establish the terms and conditions of the Hartford Police Department's drug testing program.

II. POLICY

It is the long standing policy of the Hartford Police Department that members of the Hartford Police Department are prohibited from the use of any and all illegal and/or illicit controlled substances, narcotics or drugs.

It is the policy of the Hartford Police Department that the critical mission and responsibilities of the law enforcement profession justify the maintenance of a drug free work environment through the use of an employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of an employee drug testing program. When law enforcement officers participate in illegal drug use and/or drug activity, the integrity and public confidence in the law enforcement profession is destroyed. This confidence is further eroded by the potential for corruption promoted by illegal drug use.

The public has a right to expect that those who are sworn to protect and serve them are physically and mentally prepared to competently assume their duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health, and thus inevitably, their job performance.

Therefore, in order to ensure the integrity of the Department, a safer working environment for its employees and preserve the public trust and confidence in a drug free law enforcement agency, this drug testing program shall be implemented.

III. PROCEDURES

A. AFFECTED EMPLOYEES

1. All sworn police officers, sworn supervisors and police recruits, as a condition of continued employment, shall be subject to random urinalysis drug testing and urinalysis drug testing for reasonable cause.
2. Those members of the Hartford Police Union classified as Parking Controller, Police Matron and Dog Warden will be subject to reasonable cause drug testing.
3. Non-bargaining unit sworn personnel will be tested as prescribed by this Policy, as well as being subject to urinalysis drug testing at any time at the direction of the Chief of Police.
4. Police recruits shall be subjected to urinalysis drug testing within the first two (2) weeks of hire if they were not tested prior to hire. In addition, they will be subject to random testing and reasonable cause testing as indicated in #1 above.

B. METHOD OF RANDOM SELECTION

1. All sworn members and police recruits of the Hartford Police Department will be subject to random urinalysis drug testing as outlined in this Policy. The selected drug testing agency shall be responsible for the random selection of those employees affected. The agency shall maintain a random pool.

A minimum of 5% of those employees in the random pool will be selected on a monthly basis for a completely random urinalysis drug test. Affected employees will remain in the pool, regardless of the number of times selected for urinalysis drug testing from this pool.

2. The testing agency shall be provided with a coded list (numbers only) of all employees eligible for the random urinalysis pool. The testing agency shall independently, randomly select a number of code numbers for testing.

Upon randomly selecting a number of code numbers for drug testing, the selected testing agency shall notify the designated Hartford Police Department Employees Assistance Program Coordinator, in writing of the code numbers selected for testing forty-eight (48) hours prior to the specific testing date.

The Employees Assistance Program Coordinator, who shall be a sworn member of the Hartford Police Department, shall perform the following duties in regards to the random selection process:

- a. Maintain in a secure location the key to identify employees with code numbers supplied by the drug testing agency.
- b. Receive the list of code numbers from the testing agency and identify those employees designated by the selected testing agency to be subjected to urinalysis drug testing on a specific date.
- c. Assure that those employees selected are scheduled to work on the specific testing date and notify the testing agency of any selected code number(s) unable to attend (regular days off, illness, injury or pre-approved days off) so that additional code numbers may be selected.
- d. At the beginning of the affected employee's tour of duty, notify the employee's commander of the employee's selection for urinalysis drug testing. The commander will then notify the employee and direct the employee to report to the collection site. No one will be excused from random testing unless exigent circumstances arise and the excuse is approved by the Chief of Police or his/her designee.
- e. Receive from the selected testing agency the name of all employees who submitted to urinalysis drug testing on a specific date for each random selection list.
- f. Assure that any incident of an employee who failed to report for a scheduled urinalysis drug test is reported to the Chief of Police or his/her designee.
- g. Maintain a file of all correspondence with the selected testing agency.
- h. Assure these appointments are strictly confidential.

This method of random selection, unless specifically altered in this policy, shall be the only method of random selection required of those employees subject to drug testing program by the Hartford Police Department.

C. METHOD OF REASONABLE CAUSE SELECTION

1. Supervisory personnel may request that an employee submit to a drug test when a supervisor has a reasonable suspicion that an employee is under the influence of drugs. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.
2. Prior to the implementation of reasonable cause testing the City shall be responsible for providing training to all supervisory personnel. This training shall deal with issues related to, but not limited to,

observation, detection, and proper documentation of an employee's actions that would lead to reasonable suspicion for directing an employee to be tested under this Policy.

Additionally, a training bulletin will be issued to all sworn personnel that among other things, will enumerate examples that alone or in combination with others may constitute grounds for reasonable suspicion.

Supervisory personnel who have received the mandated training for reasonable suspicion testing in relation to this Policy and having a reasonable suspicion that an employee is under the influence of drugs and should be required to submit to a urinalysis drug test, shall immediately notify through the chain of command the Chief of Police or his/her designee, who shall be a sworn member of the Department outside of the bargaining unit, to meet to observe the employee's behavior and/or review the circumstances surrounding this determination of reasonable suspicion. Should the Chief or his/her designee concur with this determination the following procedures shall be followed:

- a. Supervisory personnel, who have received the mandated training for reasonable suspicion testing in relation to this Policy, shall document, in writing, the facts outlining their reasonable suspicion that the employee in question is under the influence of drugs. This document shall be made available to the employee or his/her designee upon completion by the supervisor. Under no circumstances shall this report be made available any later than 24 hours after instructing the employee to submit to reasonable suspicion urinalysis drug testing.
- b. The Chief or his/her designee shall instruct the employee to submit to reasonable suspicion urinalysis drug testing and shall be responsible for the employee's transportation to the designated testing agency for this test.
- c. Any supervisor encountering an employee who refuses to submit to a drug test upon request shall inform the employee of the requirements and consequences of a violation of this Policy. If said employee continues to refuse to submit to such testing, the employee shall be sent home either in accordance with Appendix A, Section 6.b of the Agreement Between the City of Hartford and the Hartford Police Union, if appropriate or suspended with pay for the balance of the shift. In either case, the employee shall be brought before a departmental disciplinary hearing on the sixth (6th) day following the date on which the refusal occurred. No continuance of such a hearing will be granted, and such hearing will go forward regardless of whether or not the employee is present at the hearing.
- d. Supervisory personnel are responsible for consistent enforcement of this Policy. Any supervisor who knowingly permits a violation of this Policy by employees under his/her direct supervision shall be subject to disciplinary action.

3. The collection, testing, reporting and discipline for violations of this Section shall be the same as those for an employee tested under the random testing method of this Policy.

D. METHOD OF NON-BARGAINING UNIT SWORN PERSONNEL TESTING SELECTION

¶ In addition to being subject to random and reasonable cause urinalysis drug testing, non-bargaining unit sworn personnel shall be subject to urinalysis drug testing at any time at the direction of the Chief of Police.

E. TESTING AGENCY

1. No City employee shall test, collect or deliver urine specimens for the purpose of drug analysis as it specifically relates to this Policy and procedure.
2. The agency selected to conduct urinalysis drug testing for the Hartford Police Department shall be selected pursuant to the provisions in the City of Hartford Charter, as those provisions relate to established purchasing procedures. The agency shall be an independent laboratory, certified by the

State of Connecticut for urinalysis testing and must meet all requirements outlined by the Mandatory Guidelines for Federal Workplace Drug Testing Programs. At the time of its selection the testing agency shall have obtained or be actively pursuing N.I.D.A. certification. The Union shall have the right to participate on any selection committee for the testing agency.

The selected drug testing agency shall be responsible for the following:

- a. The independent random selection of all employees for urinalysis drug testing with the assistance of the designated liaison officer of the Hartford Police Department.
- b. The collection of all urine samples for drug testing in accordance with collection protocol and chain of custody requirements (see attachments A & B). The agency shall be responsible for the operation of accessible collection sites, collection personnel and delivery to their laboratory should collections be performed at a location other than the laboratory itself. This site may be City of Hartford property.
- c. The testing of all properly submitted urine specimens for the presence of selected drugs in the methods outlined by this Policy.
- d. The written notification with all related test information to the Medical Review Officer (MRO) of all confirmed test results.
- e. The retaining and preserving of all positive urine samples and its split sample for possible future administrative or civil action.
- f. Availability for testimony in regard to any contested collection and/or testing process performed.
- g. Preparation of statistical data in relation to the testing process.

F. COLLECTION

1. Upon notification of a required urine submission, the affected employee shall immediately report to the designated collection site. This site shall be operated by the selected testing agency.
2. Upon arrival at the collection site, the selected employee shall comply with the request of the collection site personnel and complete forms required to assure a secure specimen collection. The employee shall not be required to remove any garments other than outer garments.
3. The selected employee shall provide the necessary urine sample in the amount required. The employee shall not be observed while producing the required urine sample. The urine sample shall be split and the split sample marked as such. Both samples shall be sealed, dated and signed by the selected employee and the collection agent. The selected employee shall have his/her urine sample in his/her possession/observation until it has been sealed and signed.

G. TESTING METHOD

1. No employee subject to drug testing shall be considered testing positive unless:

A urinalysis drug test utilizing a reliable scientific methodology was given and produced a positive result

and

Such positive test result was confirmed by a second urinalysis drug test, which was separate and independent from the initial, utilizing a reliable scientific methodology

and

Such positive test result was confirmed by a third urinalysis drug test which was separate and independent from the initial test, utilizing a gas chromatography and mass spectrometry methodology

and

The affected employee fails to substantiate a medical or legal reason for the positive test result to the Medical Review Officer.

2. The selected testing agency shall test for the presence of the following category of drugs and all substances produced directly or indirectly by extraction from substances of vegetable origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis:

1. Cannabinoids	6. Barbituates
2. Cocaine	7. Benzodiazepine
3. Opiates	8. Methadone
4. Phencyclidine	9. Methaqualone
5. Amphetamines	10. Propoxyphene

3. The selected testing agency shall set sensitivity cut off levels as follows:

Initial and First Confirmation Test

	(ng/ml)
Cannabinoids	50
Cocaine metabolites	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000
Barbiturates	200
Methaqualone	300
Benzodiazephine	300
Methadone	300
Propoxphene	300

Gas Chromatography/Mass Spectrometry

	(ng/ml)
Cannabinoids (1)	15
Cocaine metabolites (2)	150
Opiates:	
Morphine	2000
Codeine	2000
Phencyclidine	25
Amphetamine :	
Amphetamine	500
Methamphetamine	500
Barbiturates	200
Methaqualone	300
Benzodiazephine	300
Methadone	200
Propoxphene	300

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoylegonine

4. Any test results which are below the outlined sensitivity levels shall be recorded and reported as negative and no further testing conducted for that employee sample.
5. Should tests be developed that can detect the presence of hallucinogens, designer drugs or other illicit substance with NIDA approved sensitivity cut off levels, these tests will be incorporated into this program where feasible. This shall take place after 60 days notice to the Hartford Police Union of the intent to implement any of these additional tests in order for adequate review by the Union of these testing methods.
6. Test samples identified as adulterated, substituted, invalid or dilute shall be reported to the Medical Review Officer by the testing agency. The Medical Review Officer will interview such employees, and such employees will be required to submit to a second urinalysis test within 72 hours of this interview. The Medical Review Officer will report the interview and retesting of this employee to the Chief of Police.

H. MEDICAL REVIEW OFFICER

1. The City shall retain the services of a Medical Review Officer or practice for the duration of this program. The Medical Review Officer or practice will be one or more licensed physician(s) not presently employed by the City or having any financial connection or contract with the selected testing agency. The physician(s) will be licensed in Connecticut if possible, or if not possible in New England, or if not possible in another state where he or she practices. The Medical Review Officer or practice should have expertise in the area of chemical dependency and rehabilitation. The selection of the individual to serve as the Medical Review Officer will be in accordance with established purchasing procedures in accordance with provisions of the Charter of the City of Hartford.

The Union shall have the right to participate on any selection committee for the Medical Review Officer.

2. The Medical Review Officer shall receive and retain all test results from the selected testing agency.
3. The Medical Review Officer, upon the receipt of a positive test result, will conduct an interview with the affected employee. If after this interview, in the opinion of the Medical Review Officer, the employee has not been able to substantiate a reason for the positive test, the Medical Review Officer shall, within forty-eight (48) hours, report the positive test results to the Chief of Police.

Those employees who the Medical Review Officer does not report to the Chief as positive may be subjected to a test ordered by the Medical Review Officer within a six (6) month period after an interview with the Medical Review Officer. This request for a test shall be made by the Medical Review Officer directly to the testing agency by code identification. The test shall occur during a random testing period and the distinction will not be revealed to the Employees Assistance Program Coordinator by the testing agency.

If in the opinion of the Medical Review Officer, the medication that the employee is taking legitimately poses a risk to the Department or impairs the judgment of the employee, said opinion shall be reported to the Chief of Police or his/her designee.

4. The Medical Review Officer shall coordinate with the Employees Assistance Program Coordinator the notification and scheduling of appointments for employees reported to him/her as testing positive as the result of a urinalysis drug test.

I. EMPLOYEES ASSISTANCE PROGRAM COORDINATOR

In addition to duties described elsewhere in this Policy, the Employees Assistance Program Coordinator shall have the following duties as they relate to this Policy:

1. Upon the agreement of this drug testing policy, the Employees Assistance Coordinator shall assure through whatever means necessary that reasonable efforts are made to notify all sworn members and their families of the dangers of chemical dependency, the services offered through the Employees Assistance Program, and the confidential non-punitive nature of the program.
2. Assist in the education efforts of the City and the Union in relation to this drug testing policy.
3. Offer the services of the Employee Assistance Program to any employees who have been identified as testing positive as a result of a urinalysis drug test and their families.
4. Coordinate with the Medical Review Officer the scheduling of appointments of employees reported as testing positive to him/her within thirty- six (36) hours. These appointments shall be strictly confidential.

IV. VIOLATION

Any employee, who has a test result that is reported as positive by the Medical Review Officer to the Chief of Police, shall be deemed to have violated the Hartford Police Department's Code of Conduct (Article III, Section 3.09).

Discipline for this violation shall be termination unless specifically amended by this Policy. Any employee so charged shall be assured all due process rights guaranteed under the Collective Bargaining Agreement.

- A. Any employee who tests positive under the guidelines of this drug testing policy for Cannabinoids, Cocaine, Phencyclidine, Methaqualone, or opiates that in and of themselves are illegal to possess shall be terminated.
- B. An employee who tests positive under the guidelines of this drug testing policy to any other narcotic and/or controlled substance identified in this Policy shall be subject to termination. Provided, however, that these employees (other than an entry level probationary employee) shall be offered the opportunity to consent to a "Last Chance Agreement" and provided further that the employee has not been the subject of substantial disciplinary action (two suspensions excluding suspensions from Private Duty Assignments and suspensions as a result of chargeable motor vehicle accidents) within the past five (5) years. In the event an employee has been the subject of substantial disciplinary action within the past five (5) years, the Chief, at his/her discretion, may offer a "Last Chance Agreement" to the employee in lieu of termination.
- C. Any employee who refuses to submit to any ordered urinalysis drug test as outlined in this Policy or fails to report to the selected testing agency collection site for testing after being notified to do so shall be deemed to have violated Article III, Section 3.10 of the Hartford Police Department Code of Conduct and shall be subject to termination.
- D. Any employee who fails to report to the Medical Review Officer after being notified to do so shall be deemed to have violated Article III, Section 3.11 of the Hartford Police Department's Code of Conduct. Such conduct may also result in the Medical Review Officer reporting a positive test result to the Chief of Police, in which case discipline will be administered in accordance with "A" above.
- E. Similarly, any employee who fails to provide, within a reasonable period of time as determined by the Medical Review Officer, any documentation requested by the Medical Review Officer shall be deemed to have violated Article III, Section 3.12 of the Hartford Police Department's Code of Conduct, and shall be terminated. Such conduct may also result in the Medical Review Officer reporting a positive test result to the Chief of Police, in which case discipline shall be administered in accordance with "A" above.

F. Any employee who has been reported as testing positive shall have the right to have the split sample in the possession of the selected testing agency sent to a lab of the employee's choice from a list of at least three (3) approved labs developed by the Medical Review Officer. All expenses associated with the urinalysis of the second sample shall be assumed by the employee.

V. CONFIDENTIALITY

The City of Hartford, its agents, contractors and employees will assure firm and absolute guarantees of confidentiality of all employees required to submit to urinalysis drug testing. No information will be furnished nor shall participation in any rehabilitation program be revealed to anyone other than those authorized under this Policy. No records of test results, referrals or any procedures relating to urinalysis drug testing will be stored in any employee's personnel file, except when such records become part of a disciplinary action.

VI. COSTS

Any cost related to the collection, delivery, testing or reporting of test results, except those costs specifically referred to under Section IV, F of this policy and procedure, shall be assumed by the City of Hartford.

All costs relating to the retention and use of the Medical Review Officer, shall be assumed by the City of Hartford.

All random employee urinalysis drug testing shall be conducted during working hours. Reasonable cause testing shall be conducted as much as practicable during working hours; however, circumstances may dictate testing conducted during off-duty hours.

VII. REVIEW AND EVALUATION

A committee consisting of two (2) representatives designated by the Chief of Police, two (2) representatives designated by the Union, a representative of the Corporation Counsel's Office and a representative of the Human Resources Department shall meet every six (6) months to review and evaluate the foregoing Policy.

This committee shall have the authority to make recommendations to alter this Policy. However, any alteration proposed by the committee must be mutually agreed to by the City and the Union pursuant to the memorandum of understanding written in accordance with this Policy.

LAST CHANCE AGREEMENT

1. _____ will plead guilty to conduct unbecoming a police officer and will waive his/her right to a departmental hearing.
2. _____ will accept a thirty (30) day suspension. Upon the completion of this suspension, _____ will submit to a urinalysis drug test. Should the test be reported as positive, _____ agrees to resign from the Hartford Police Department. Should no illegal substance be detected, will begin a treatment program effective immediately with Dr. _____.
3. _____ will abide by all conditions that Dr. _____ may prescribe as part of their treatment plan. _____ will participate in this treatment program for a minimum of eighteen (18) months or as prescribed by Dr. _____. The Director of said program must submit progress and attendance reports to the Chief or his/her designee every thirty (30) days.
4. _____ will waive confidentiality with regard to medical disclosures from Dr. _____ to the Chief of Police, to assure compliance with this Agreement.
5. All costs for participation in Dr. _____ prescribed treatment shall be borne by insurance and/or _____.
6. _____ will be subject to blood and urinalysis drug testing at any time while participating in Dr. _____ treatment plan. _____ may also be ordered by the Chief of Police or his/her designee at any time to submit to blood and urinalysis drug testing, as well as being subject to random selection. Failure to submit to this test or the reporting of a positive test result will be deemed a terminable offense and shall result in the termination of _____ without recourse to the grievance procedure or to the courts.
7. Any time lost for medical testing, medical appointments or rehabilitative programs will be made up at the discretion of the Department. In the event such lost time is not made up, such time will be deducted from _____ weekly wages.
8. _____ will disclose immediately all prescriptions or over-the-counter drugs he or she is using to Dr. _____, the Chief of Police or his/her designee.
9. _____ agrees not to use opiates at any time except if he/she is hospitalized as an in-patient.
10. _____ recognizes that working private jobs and/or overtime may have an adverse impact on his/her recovery and waives his/her circumstances as determined by the Chief or his/her designee.
11. Failure of _____ to fully attend and participate in the outlined treatment and/or rehabilitation program or any of the provisions of this Agreement will

be deemed a terminable offense and shall result in the termination of _____ without recourse to the grievance procedure or to the courts.

12. _____ will be subject to this Agreement for a maximum of five (5) years. Upon completion of twelve (12) months after the signing of this Agreement and every twelve (12) months thereafter, the parties will meet to determine if the terms of this Agreement should be removed, modified, sustained or added to. Should the parties fail to come to an agreement, the terms of this Agreement shall remain in effect.

Employee

Date

Chief of Police

President, Hartford Police Union

ATTACHMENT A
COLLECTION PROTOCOL

- Donor must show Connecticut MVD operators license with picture ID.
- Donor must remove excess clothing such as outer garments. Such determination will be made by collection agency.
- Donor will document all medications he/she has taken or had administered in the past thirty (30) days.
- Donor will wash and dry hands in the presence of the collection agent.
- Donor will be given a sealed urine collection container, which will be opened by the donor.
- Donor will produce urine in a private setting; unobserved.
- Donor will observe the completion of the specimen label by the collection agent and either sign or initial the label.
- Donor will observe the splitting of the collected sample.
- Donor will observe the capping and sealing of the two samples with evidence tape and either sign or initial each sample.
- Donor will have the urine sample(s) in his/her possession/observation until they have been sealed and signed or initialed.

ATTACHMENT B

CHAIN OF CUSTODY

The urine container label must contain:

- Name of donor
- Date and time specimen was collected
- Collector's name
- Donor's signature or initials

The urine container must be sealed with evidence tape that must be:

- Placed over the top and down the sides of the container covering the label edges.
- Must be intact with no evidence of tampering.

The chain of custody form must be completed and contain:

- Name of donor
- Agency requesting collection
- Recorded specimen temperature
- Donor's signature
- Collector's signature (date and time documented)
- Courier's name and signature (date and time documented), if applicable.
- Name and signature of person at lab who received and recorded sample (date and time documented).

APPENDIX O
PENSION BENEFIT EXTENSION

Agreement made this 18th day of May, 2000 by and between the City of Hartford and the Hartford Police Union, hereinafter collectively referred to as the parties; and

WHEREAS, the parties wish to extend the provisions, terms and benefits conferred by Section 3.6, Paragraph 8 of the current Collective Bargaining Agreement to all current employees;

WHEREAS, the parties wish to extend the provisions, terms and benefits of Section 3.6 and Appendix E of the current Collective Bargaining Agreement to all current employees;

WHEREAS, the parties wish to delete Appendix E, paragraph O from the current Collective Bargaining Agreement;

WHEREAS, the parties, in consideration for this Agreement, have exchanged mutual promises set forth in a Collective Bargaining Agreement dated May 18, 2000;

WHEREAS, the parties recognize the receipt and sufficiency of the aforementioned consideration; and

THEREFORE, the parties agree all employees as of July 1, 1999, whose retirement becomes effective on or after that date, may upon retirement, and prior to any formula reduction, exchange a portion of his or her accumulated sick leave for up to four (4) years (in whole years only) of additional pension service time for the purpose of computing the amount of his or her retirement allowance provided, however, such additional service time shall not be used for establishing eligibility for normal retirement benefits, but shall be used as additional service credits for employees who are qualified or become qualified for normal/disability retirement benefits. Each additional year of pension service acquired pursuant to this Section shall be equal to two and one-half percent (2.5%) of final average pay. For the purpose of exchange under this Section, twenty (20) days shall equal one (1) year of additional pension service time. Any accumulated sick leave remaining after the exchange shall be subject to the provision of Article V, Section 5.3 of the Collective Bargaining Agreement.

No employee shall retire over eighty percent (80%) of final average pay through the utilization of this benefit.

Employees who exchange accumulated sick leave for additional pension service time shall pay any and all Federal and State taxes resulting from such exchange as if such exchange were made pursuant to Article V, Section 5.3 of the aforementioned Collective Bargaining Agreement.

This benefit shall remain in effect and inure to the benefit of every current bargaining unit employee hired on or before July 1, 1999, regardless of date of retirement, and shall not be subject to negotiation.

THEREFORE, the parties further agree that every employee hired on or before July 1, 1999 shall have their pension calculated in accordance with Section 3.6 and Appendix E of the Collective Bargaining Agreement effective from July 1, 1996 to June 30, 1999 regardless of date of retirement provided, however, that the employee qualifies for retirement as provided for in the current Collective Bargaining Agreement. This benefit shall not be subject to negotiation.

THEREFORE, the parties further agree to delete Appendix E, Paragraph O of the Collective Bargaining Agreement.

THEREFORE, the parties agree that no benefits currently enjoyed by any member shall be diminished by this Agreement.

THEREFORE, the parties do not intend to create any benefit for employees hired after July 1, 1999 pertaining to pension benefits other than those set forth in Section 3.6 of the Collective Bargaining Agreement effective from July 1, 1999 to June 30, 2004.

APPENDIX P **CIVILIAN PERSONNEL**

The parties agree that certain job functions currently being performed by sworn members of the Hartford Police Union could effectively be performed by non-sworn personnel, allowing for the re-assignment of sworn personnel with advanced training and the power of arrest closer to the community.

Those positions so identified are:

- Property Control 100% – Non-supervisory
- Private Duty / Scheduling 50% – Non-supervisory
- Detention 100% – Non-supervisory; Maintain Union Affiliation
- Crime Analysis 100% – Non-supervisory
- Tele-Serve / Headquarters 50% - Non-supervisory
- Fingerprinting 100% - Non Supervisory

Should the City choose to place non-sworn individuals in these positions:

Sworn personnel designated as light duty shall be able to serve in these positions, as well as full duty sworn personnel designated by the Chief.

A sworn supervisor will supervise non-sworn personnel serving in these positions.

Non-sworn personnel will have no supervisory authority over sworn personnel.

The Union will withdraw all pending grievances and/or Unfair Labor Practices with prejudice concerning the Fleet Manager, Public Information Officer, and Public Safety Dispatch Center and further relinquish any and all future claims in regards to representation of these positions.

Parking Controllers

Current employees in the classification of Parking Controller shall remain members of the bargaining unit and be subject to all the terms and conditions of the labor agreement. Current employees' positions need not be replaced once they cease employment with the City.

The functions now performed by the classification of Parking Controller may be subcontracted out as determined by the City so long as it does not adversely affect the terms and conditions of employment of currently employed Parking Controllers. It is understood that effective upon the signing of this Agreement, the Hartford Parking Authority shall have the ability to enforce parking ordinances by issuing parking citations throughout the City, including established beat areas currently covered by Parking Controllers, providing that doing so does not adversely affect the terms and conditions of employment of currently employed Parking Controllers.

APPENDIX Q ASSISTANT ANIMAL CONTROL OFFICER

The classification currently identified as class code #5097 shall hereafter be identified as
Assistant Animal Control Officer

HOURS OF WORK

The Assistant Animal Control Officer shall work five (5) consecutive eight (8) hour days followed by two days off. These employees shall have one (1) of the following sets of days off: Friday/Saturday; Saturday/Sunday; Sunday/Monday.

Assistant Animal Control Officers shall be subject to the bid shift program based on seniority as an Assistant Animal Control Officer for the City of Hartford. The starting times for the Assistant Animal Control Officer shall be A Squad, 07:00 or 10:00; B Squad, 16:00 or 18:00. It is recognized that the Assistant Animal Control Officers have no relief list and they cannot be bounced or backfilled to eliminate overtime opportunities.

Based on a staffing level of four (4) Assistant Animal Control Officers, there will be two (2) assigned to each squad with different starting times; based on a staffing level of three (3) Assistant Animal Control Officers, there will be two (2) assigned to A Squad with different reporting times and one (1) assigned to B Squad; based on a staffing level of two (2) Assistant Animal Control Officers there will be one (1) assigned to A Squad and one (1) assigned to B Squad. This provision shall not be deemed or construed to be a minimum staffing requirement.

CERTIFICATION & TRAINING

Assistant Animal Control Officers upon the completion of their initial probationary period who successfully complete both Levels I and II of training offered or certified by the National Animal Control Association shall receive an additional 1.5% based on the employee's pay rate, which will be paid in the same manner as educational incentives are currently paid under Appendix B. Assistant Animal Control officers shall also be eligible for educational incentives as set forth in Appendix B, not including the incentive for a Post Graduate Degree or Certificate. Any such incentives earned shall be in lieu of the 1.5% increase under this paragraph.

VEHICLES

Assistant Animal Control Officers shall be provided a vehicle in good working order, equipped for safe animal transportation and confinement for their use during working hours. These vehicles shall be clearly marked Animal Control.

CALL BACKS

A callback system shall be established so that during the non-working hours of the Assistant Animal Control Officers, provisions are in place to ensure that Assistant Animal Control Officers of the Hartford Police Department and Union respond to all requests for emergency animal control services when such requests are made in accordance with the protocol described in this paragraph. The primary purpose of this requirement is that Police Officers are not responsible for the transportation or apprehension of dangerous dogs. In such circumstances, the Chief may first request mutual aid of animal control personnel from other policing agencies. If mutual aid is not requested or is otherwise not forthcoming, off duty Assistant Animal Control Officers who are available within a reasonable response time will be offered an opportunity to respond to the emergency. If no such assistant Animal Control Officer is available, it is recognized that on duty police officers may have to take emergency action. In situations when preplanned criminal investigative operations are conducted outside of the shift of an Assistant Animal Control Officer, an Assistant Animal Control Officer(s) may need to be utilized during off shift hours. Such utilization will be on an overtime basis.

RESTRICTED ACTIVITIES

Assistant Animal Control Officers shall be prohibited from being utilized for any type of initial entry relative to drug related offenses, search warrants or criminal apprehensions. They also are not to be utilized to respond to non-animal related calls for service.

SAFETY EQUIPMENT

Assistant Animal Control Officers shall be equipped with the following equipment:

- Bullet Proof Vest
- Bite Stick or Shock Stick
- OC Spray
- Taser Delivery System
- Portable Radio
- Snares

Notwithstanding what is described above, the Chief, in his or her discretion, may substitute new or more advanced items that perform a similar function or purpose and eliminate obsolete equipment.

APPENDIX R **CANINE PROGRAM**

The parties recognize the positive impact the maintaining of police canine units have on the safety of employees and the enhanced service they provide to the public. Such units, managed effectively, provide service skills that far exceed human capabilities. Canine units have proven to be instrumental assets in drug detection, public relations, search and rescue, tracking, building searches and high risk criminal apprehension. It is recognized that the partnership of handler and canine is a significant investment by the City and commitment by the handler.

All canines are the exclusive property of the City of Hartford. Their assignment is at the sole discretion of the Chief of Police or his or her designee. Both parties recognize that canine units are working animals, not family pets. All training, care requirements and decisions relative to continued use or assignment of individual canines shall reflect this. The City shall retain the responsibility to provide for the maintaining of each canine which shall include, but not be limited to, the cost of food, cost of veterinary services and examinations including preventive care, training cost and the cost of associated equipment. Handlers shall provide canine units assigned to them housing and around the clock care.

The parties recognize the expense, training cost and commitment required to maintain a successful handler-canine relationship. To this end canine handlers shall exclusively be selected from volunteers by the Chief of Police. Selected handlers who successfully complete canine certification training are anticipated to remain in the unit for a period of at least three (3) to five (5) years absent substantial reasons otherwise.

For the purpose of the following sections there shall be two (2) canine unit definitions:

Patrol Dogs – Canines assigned to a uniformed officer whose basic duties consist of patrol related responsibilities in a marked police unit. Responding to calls for service and line unit request for assistance.

Non-Patrol Dogs – Canine whose basic function is that of evidence or suspect detection such as narcotic dogs, bomb dogs, search and rescue, cadaver dogs.

Patrol Dog Handlers:

- Shall exclusively be employees holding the job classification of police officer.
- Shall be assigned as a special patrol unit exempt from the 5/2-5/3 work schedule. They shall work five (5) eight (8) hour consecutive days followed by two (2) days off as outlined in this Agreement.
- For the purpose of overtime opportunities, shall be considered as part of the Bid Shift Program.
- Bid Shift opportunities shall be restricted to canine assignments established within the Bid Shift Program. Seniority for assignment to these canine unit shifts shall be established based on years of experience as a canine handler within the Department.
- Shall perform all duties in an authorized uniform of the Hartford Police Department.

Non-Patrol Dog Handlers:

- All other non-patrol dog handler assignments shall be made at the Chief's discretion, and the Chief will try to accommodate volunteers in reverse order of classification.

CARE & HOME TRAINING

Employees assigned as patrol dog handlers will be compensated for one (1) hour per day to attend to the needs of the canine, a total of seven (7) hours per week.

Employees assigned as handlers of non-patrol dogs will be compensated for one and one-half (1.5) hours per day to attend to the needs of the canine, a total of ten and one half (10.5) hours per week.

Any employee assigned as a handler of more than one (1) dog will be compensated an additional one half hour (1/2) per day per dog to attend to the needs of the canine.

In lieu of actual compensation the City may reduce the daily on duty time required of canine handles, so that the care and training hours are incorporated in the normal work day, reducing the amount of on-site hours required by the canine handlers. Such compensation will be owed for any regular day off or approved leaves.

CERTIFICATION & TRAINING

Each patrol dog handler and canine must attend and successfully complete the Connecticut State Police K-9 Training Course or other course offered by a patrol dog certifying agency as may be selected by the Chief. Upon successful completion and certification each handler and canine must attend such periodic training as may be required to maintain certification, and one (1) day per month in service canine training conducted by the Hartford Police Department.

Each non-patrol dog handler and canine shall receive training as appropriate to the program and shall be recertified as required.

VEHICLES

Each canine handler shall be assigned a vehicle in good working order and equipped for safe canine transportation for their exclusive use. Patrol dog handlers shall be provided an emergency equipped, marked police cruiser. Such use shall be limited to on duty usage, transportation of the canine to and from work, training classes, veterinary or associated appointments. Any personal use of this vehicle is strictly prohibited.

CALL BACKS

It is recognized that in the cases of an immediate need for a canine unit and no canine unit is working or available, mutual aid may be requested of other policing agencies. In those situations when preplanned operations are conducted and canine units are to be utilized, Department units shall be the first utilized and the last released.

KENNEL CARE

When a canine handler is away on approved leave or off on extended leave or injury the following shall apply. The handler shall:

1. Arrange for a fellow canine handler to care for the dog during their absence.
2. Arrange at their expense for the care of the canine during their leave or absence.
3. Attempt to board the canine at the State Police Canine Kennel, if space is available.
4. If space is unavailable at the State Police Canine Kennel, make boarding arrangements at a City approved Kennel at the City's expense. No care and maintenance hours would be paid for this option.

RESTRICTED ACTIVITIES

Canine units shall be prohibited from being utilized for any type of crowd control or civil unrest activities. Handlers may refuse any order of a supervisor which violates this provision.

HANDLER PURCHASE OF DOG

When a handler purchases a dog, the handler assumes all responsibility for cost and liability, with the sole exception of injured dogs for a two (2) year period, as described below:

- If a canine has been active in excess of three (3) years and the handler is promoted or reassigned, the decision to allow the purchase of the dog from the City for \$10.00 will be made on a case by case basis, dependent on the years of service of the canine.
- If a canine has been retired due to injury, the handler may assume ownership of the dog for the cost of \$1.00 and the City will pay the cost of food and veterinary expenses relative to the injury for two (2) years.
- If a canine has been retired, the handler may purchase the dog for the cost of \$10.00.

APPENDIX S **FIELD TRAINING OFFICERS**

The designation of an officer to receive Field Training Officer certification shall be at the sole discretion of the Chief of Police or his designee from voluntary applicants. Officers may voluntarily request to be designated as a Field Training Officers in accordance with the Departmental request for assignment process.

Officers designated as Field Training Officers shall hold the responsibility to serve as a Field Training Officer for a minimum of two (2) years at the discretion of the Chief of Police. It shall be the responsibility of the Department to assure each designated Field Training Officer at a minimum successfully completes the State mandated training including updates required of Field Training Officers, prior to any evaluation of a probationary police officer.

The Chief of Police or his or her designee shall determine the assigning of officers to field training duties. The certification and designation of an officer as a Field Training Officer will not entitle officers, so designated, to any form of additional compensation based on that designation.

Field Training Officers shall be provided with a \$30.00 stipend for each completed Daily Observation Report of a probationary police officer. It shall be the responsibility of the Field Training Officer to submit the appropriate required time recording device along with the Daily Observation Report to assure payment of this stipend. Such stipend shall increase in accordance with awarded general wage increase percentages. It is the intent of the parties that such Field Training Officer responsibilities will be completed during the officer's regular work hours to the extent possible.

Should the Department not be able to recruit enough acceptable volunteers to serve as Field Training Officers, the Union and the City/Department shall meet as soon as practicable to resolve the issue with primary consideration being given to the importance of the program to newly hired police officers and the desires of employees based on seniority.

Stipend Payment Amount Life of Contract

7/1/2012	\$30.53
1/1/2013	\$31.06
7/1/2013	\$31.60
1/1/2014	\$32.16
1/1/2015	\$33.28
7/1/2015	\$34.28